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POLITICAL, SOCIOLOGICAL AND MILITARY AFFAIRS

No. 1967

New Albanian Civil Code

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EAST EUROPE REPORT

POLITICAL, SOCIOLOGICAL AND MILITARY AFFAIRS

No. 1967

NEW ALBANIAN CIVIL CODE

Tirana DREJTESIA POPULLORE in Albanian No 3, Jul-Sep 81 pp 18-93

[The Civil Code of the People's Socialist Republic of Albania; passages between slantlines printed in boldface]

[Text] The Civil Code of the People's Socialist Republic of Albania

/General Part/

Chapter I

/Content, Obligations, Bases and Principles of the Civil Legislation of the People's Socialist Republic of Albania/

Article 1

The civil legislation of the People's Socialist Republic of Albania expresses the will of the working class and of the other working masses, organized in the state of the dictatorship of the proletariat.

Civil legislation regulates relationships of property and personal relationships not related to property between the enterprises, institutions, agricultural cooperatives and social organizations, and between these and the citizens, as well as between the citizens themselves.

Socialist ownership of the means of production and the socialist system of the economy are at the foundation of civil juridical relationships.

Article 2

Civil legislation aims at serving the complete building of socialism in accordance with the principle of relying on one's own forces and at fulfilling better and better the material and cultural needs of the citizens.

Article 3

Civil legislation is guided by the policy of the Albanian Workers Party and is based on the ideology of the working class, on Marxism-Leninism.

Civil legislation stems from the Constitution of the People's Socialist Republic of Albania.

Article 4

Civil legislation adheres to the principle that the development of economic and social relationships takes place in the process of the class struggle and the struggle against bureaucracy and liberalism.

Article 5

In particular, civil legislation protects socialist property which is the inviolable basis of the socialist system and the source of the well-being of the people and of the strength of the fatherland.

Article 6

In the People's Socialist Republic of Albania it is forbidden to grant concessions to and to create foreign companies and other economic and financial institutions belonging to foreigners or on a joint basis with the capitalist, bourgeois and revisionist monopolies and countries; it is also forbidden to receive credit from them.

Article 7

Regulation of civil juridical relationships takes place under conditions when, in the People's Socialist Republic of Albania, there is no exploitiong class, when private property has disappeared and when exploitation of man by man is forbidden.

Private property is protected by law and cannot be used in conflict with the interests of socialism.

Article 8

Civil relationships, set by this Code, are based on the principle of democratic centralization which coordiates planned centralized management with the initiative and creative thought of the working masses.

Article 9

Civil rights are protected by law.

The enterprises, institutions, agricultural cooperatives, social organizations and the citizens exercise their rights and fulfill their civil obligations in harmony with the requirements of the law and of the norms of socialist morality, by cooperating among themselves and by placing the general interest above special and private interest.

The exercise of civil rights in opposition to the requirements of the law and to socialist morality does not enjoy the protection of the law.

Article 10

The provisions of the law are in force only for the civil juridical relationships which take place after they come into force. Their execution in regard to juridical relationships, which took place before, is allowed only when it is explicitly stipulated by law.

Chapter II

/Civil Juridical Relationships and Juridical Actions/

Article 11

/The Meaning and Content of Civil Juridical Relationships/

Civil juridical relationships are social relationships of a political and ideological nature, determined by socialist relationships in production, and are regulated by civil legislation.

Civil juridical relationships, as political and ideological relationships have a class character; they express the will of the working class and of the other working masses.

Civil juridical relationships are relationships of cooperation and of aid existing between people liberated from exploitation who are working for the complete building of socialist society.

Article 12

/The Meaning of the Juridical Act/

The participants in civil juridical relationships carry out juridical acts, such as contracts of selling, supplying, donating, renting, ordering and so forth. Juridical acts are unilateral or bilateral actions.

Juridical actions, carried out freely, in harmony with the interests of the socialist state, aim at creating, changing or annulling a civil juridical relationship.

/The Form of the Juridical Act/

Article 13

A juridical act can be carried out verbally or in writing. When a juridical act is carried out in writing, it can be either a simple one, or a certified one, or one formulated by a notary.

Article 14

The following juridical acts must be put in writing:

a) Juridical acts in regard to which it is expressly stated by special provisions, that they must be carried out in writing;

b) contracts signed between enterprises, institutions, agricultural cooperatives and social organizations or between these and the citizens;

c) and contracts with a value of more than one thousand five hundred leks.

Article 15

A juridical act, which is not executed in writing, is invalid only when such a thing is expressly stipulated by law. In other cases, the juridical act is valid, but it cannot be proven by witnesses.

When a juridical act must be carried out in accordance with the law, by a notarial act, the juridical act is invalid if it is not carried out in this form.

Article 16

The following juridical acts can be executed verbally, regardless of the form required by special provisions:

a) sales in cash, regardless of the value, with the exception of the contracts which, according to special provisos, must be made by a notarial act;

b) the deposits made in a case of misfortune, such as fire, flooding or another extraordinary happening.

Article 17

The following juridical acts are invalid; those which:

a) are obviously dangerous to the state;

b) are in conflict with the law;

c) are carried out to deceive the law;

ch) are carried out by juveniles under 14 or by persons who have been totally deprived of their capacity for action because of psychiatric disease or because of deficient mental development;

d) are carried out in agreement between the parties involved, without the intention of bringing juridical results, that is, carried out to deceive others or to hide another juridical act.

Article 18

The court, by request from the interested parties, declares invalid juridical acts undertaken by:

a) juveniles over 14 years of age, when they carried out the act, without the agreement of parents or guardian;

b) persons, whose capacity for action has been limited because of psychiatric disease or deficient mental development, when they carried out the act without the approval of their guardian;

c) persons who, at the moment of the execution of the juridical act, were not aware of the importance of their acts, although at the moment of the execution of the act they had not been deprived of their capacity for action.

Article 19

A person, who has executed a juridical act while being deceived, threatened or mistaken, can request that his juridical act be declared void.

Article 20

Deception can cause a juridical act to be declared void when the lie used by one party to involve the other party in error is such that without this lie this party would not have executed the juridical act.

When the deception has been carried out by a third person, the deceived party can request that the juridical act be declared void only if at the time of its execution the other party had known of should have known of the deception.

Article 21

Threats can cause a juridical act to be declared void when the threat is such that it can frighten a person to the point that he himself, his relatives or his property are in danger of suffering serious and unjust harm.

Threats can also be made by a third person who does not participate in the juridical act.

Article 22

A mistake, that is, the wrong understanding of the juridical act, can cause this juridical act be declared void when it is such that, if the person had known the situation, he would not have executed the juridical act.

/The Consequences of the Invalidation of the Juridical Act/

Article 23

A juridical act which is declared void is so called from the moment when it is carried out.

Article 24

The invalid parts of a juridical act do not make the entire juridical act invalid if, from the circumstances and its nature or content, it appears that the parties would have carried out the juridical act even without its invalid parts.

Article 25

When a juridical act is void because it comes in contradiction with the law, because it was carried out to deceive the law, or because it is openly detrimental to the state, everything the parties have given to each other is taken and passed into the revenues of the state and, when it is not possible to obtain the same thing, its value is claimed.

If the juridical act does not damage the interests of the state and one of the parties has acted in good faith, the court can decide that everything that this party has given should be returned to it and, when it is not possible to do so, its value is paid.

Article 26

When a juridical act is invalid because it has been carried out by deception or under threat, everything that a party has taken from another party must be returned to the damaged party and, when it is not possible to return the same thing, its value must be paid. What has been given by the party, which has carried out the deception or the threat, is taken and passed to the state revenues and, when it is impossible to obtain the same thing, its value is taken.

Article 27

When the juridical act is not carried out with the purpose of causing juridical consequences, but to cover another juridical act, the hidden juridical act is valid if it has all the conditions determined by laws.

The other persons who have in good faith gained rights on the basis of such juridical acts are not hurt.

Article 28

When the juridical act is declared void because one of the parties has been in error, each party is obliged to return to the other party everything it has taken from it and, when it is impossible to return the same thing, its value is paid.

The party which requested that the juridical act be declared void is obliged to compensate the other party for the actual damage it has suffered because the juridical act was declared void.

In the case that the party proves that it is not guilty of falling in error or when the other party has known or should have known the error, it is not responsible for the compensation of the damage.

Article 29

When a juridical act is void because it lacks the form determined by the law, each of the parties is obliged to return to the other party everything it has taken from it and, when it is impossible to return the same thing, it must pay for its value.

Article 30

When a juridical act is void because it has been carried out by a juvenile under 14 years of age or when it is declared void because it has been committed by a juvenile over 14 years of age, each of the parties is obliged to return to the other party everything it has taken from it and, when it is impossible to return the same thing, to pay for its value.

The party that has the capacity to act is obliged to compensate the juvenile for the damage he has suffered since the juridical act became void or was declared void.

Article 31

Each of the parties is obliged to return to the other party everything it has taken from it and, when it is not possible to return the same thing, to pay for the value when the juridical act is or is declared void, according to the case, because:

a) it has been committed by a person who has been completely deprived of his capacity of action;

b) it has been committed by a person whose capacity for action has been limited;

c) it has been committed by a person who, at the time of the execution of the juridical act, was not aware of the importance of his act.

The party, which had the capacity for action, is obliged to compensate the other party for the damage suffered when it knew the cause of the invalidity of the juridical act.

Article 32

The lawsuit requesting that a juridical act be declared void must be brought within 1 year.

The deadline for suing dates:

a) for juridical acts carried out by persons who have had their capacity for action limited, from the day when they have become of age or when the capacity for action has been returned to them;

b) for juridical acts carried out by deception, threat and error, from the day when the deception or error has been discovered or when the threats have stopped, but, in any case, no longer than 3 years from the day when the juridical act was executed;

c) in the other cases, the deadline begins with the day when the juridical act has been committed.

Article 33

/A Conditional Juridical Act/

The juridical act is conditional when the initiation or deprivation of rights and of duties stipulated in this act depends on an event and it is not known whether this event will take place or not.

When the verification of the condition is prevented, in bad faith, by the party which would have profited from its nonverification, the condition is considered to be verified.

When the verification of the condition is caused by bad faith on the party of the party which would profit from its verification, the condition is considered not to be verified.

The consequences connected with the verification of the condition start from the moment of the verification of the condition, with the exception of the cases when, because of the content of the juridical act, it appears that these consequences must start at an earlier time.

Article 34

/The Juridical Act With a Deadline/

When in a juridical act it has been specified that its consequences start or end at a specified time, they start or end at the time set in the juridical act.

Chapter III

/The Subjects of Civil Juridical Relationships/

/Juridical Persons/

Article 35

To accomplish a specified action, juridical persons are created.

Juridical persons, as subjects of civil juridical relationships, are enterprises, institutions, agricultural cooperatives and social organizations which have material and monetary means and, consequently, can acquire rights for themselves, undertake civil obligations and be plaintiffs or defendants.

Article 36

Juridical persons are created as follows:

a) by law or by decision of the Leadership of the Council of Ministers;

b) by decision of the founder and, with the approval of the responsible government organ;

c) by decision of the founders, after the responsible organ approved it;

ch) by any other way stipulated by law.

Article 37

The juridical person, from the moment of its establishment, can obtain those rights and take upon himself those civil obligations that are allowed within the aims of his activity.

The juridical person acts, through his organs, within the limits of the rights set by law in the statute or regulations.

The juridical activities carried out by the organs of the juridical person within the limits of their jurisdiction are called activities of the juridical person.

Article 38

The agricultural cooperative, as a juridical person, acts on the basis of its statute which is based on the standard or basic statute approved by the Council of Ministers.

Article 39

The juridical person has his own name and seal.

The office of the juridical person is the place where the management organ is situated.

The rights and obligations of the juridical person--rights and obligations deriving from the use of the seal, of production seals and trademark--are established by special law.

Article 40

The juridical person is responsible for his obligations in accordance with the provisos of the Code of Civil Procedure.

The state and the juridical persons are not liable for the obligations of each other, with the exception of the cases when this responsibility has been accepted by them or wherever it is expressly stipulated in the law.

The state is not liable for the obligations that emerge from the activities carried out by the foreign trade enterprises, with the exception of the cases when it has expressly accepted such a responsibility.

Article 41

The organ which has the right to create a juridical person can pass a part of its activity to another juridical person and decide upon its termination by the means of reorganization (consolidation, distribution and absorption) or by means of dissolution.

Agricultural cooperatives cease to be juridical persons when their property passes over to a higher form of ownership. In regard to this aim, cooperative members make the appropriate decision freely, a decision which must be approved by the leadership of the Council of Ministers.

Article 42

The rights and obligations of merged juridical persons pass over to the new juridical person.

The rights and obligations of appropriated juridical persons pass over to the juridical person which has appropriated them.

At separation, the rights and obligations of the juridical person pass over to juridical persons as shown in the relevant act.

Article 43

Through dissolution, the juridical person ends its activity. The property of the juridical person which is dissolved passes over to the juridical persons as indicated in the decision of dissolution.

The implementation of rights and payment of obligations of the juridical person dissolved are carried out by the commission established by the organ which had decided upon the dissolution.

Article 44

The creation of economic units with independent bookkeeping, and with a liquidating account in the bank for the enterprises is carried out by decision of the leadership of the Council of Ministers, in accordance with the proposal of the ministry or the other central institutions to whose system the enterprise belongs. The creation of economic units with independent bookkeeping, without a liquidating account in the bank, is carried out according to dependence by order of the minister or of the director of the other central institution or by decision of the executive committee of the district people's council, on the basis of the proposal made by the enterprise itself.

Article 45

/The State/

The state is represented, as a subject, in those civil juridical relationships which stem from the direct disposal of budgetary means and of state assets which have not been given for administration to any juridical person and also in other civil relationships in which it participates directly.

In the cases shown above, the Ministry of Finance and the financial sections of the executive committees of the district people's councils act in the name of the government, apart from the cases when the law specifies other organs for this purpose.

/The Citizens/

Article 46

The citizens, without discrimination on the basis of sex, race, nationality, education, social position or material status, have juridical capacity, meaning capacity to have civil rights and obligations.

Juridical capacity begins at the moment of birth of the person and ends with his death or with the declaration that he is missing.

The child enjoys juridical capacity from the moment of conception, if it is born alive.

Article 47

All citizens are equal before the law.

No one can be limited in the exercise of civil rights, only in the manner and in the cases specified by law.

Any juridical act that limits juridical capacity or the capacity to act is invalid.

Article 48

The citizen, when reaching the age of 18, acquires full capacity so that with his activities he may gain rights and assume upon himself civil obligations. The woman, who has not reached the age of 18, acquires this capacity forever through marriage.

A juvenile of the age of 14 has limited capacity for acting. He can carry out juridical acts solely with preliminary approval of his legal representative. Nevertheless, he can become a member of an agricultural cooperative and other social organizations, can freely dispose of what he earns through his work, can make deposits in savings institutions and can dispose of these deposits by himself.

A juvenile under the age of 14 has no capacity for acting. He can carry out juridical activities suitable to his age, which can be carried out right then and there, as well as juridical activities which can be profitable to him without any compensation. The other juridical activities are carried out by his legal representative on his behalf.

Article 49

A citizen who is unable to do his work because of psychiatric disease or deficient mental development, can have his capacity to act removed or limited by court decision.

Article 50

A residence is the place where a citizen lives continually or most of the time.

A juvenile under the age of 14 and a person whose capacity for action has been removed have, as a residence, the residence of their parents or guardians.

Article 51

A citizen, by court decision, can be declared as missing, when there is no news about him at his last residence for more than 2 years or within 6 months if he had disappeared during a disaster.

The citizen, who is lost during combat activities, can be declared as missing by court decision when 1 year has elapsed since the cessation of combat activities.

The day of disappearance is determined by the court, taking into consideration the concrete circumstances of the event.

When the day of disappearance is not evident from the circumstances of the event, the last day of the periods mentioned in the first and second paragraphs of this article is set as the day of disappearance.

Article 52

When the person, who has been declared missing, is found, the decision is annulled by the court which had issued it.

The person who is found alive is given back all the rights to the property which he had lost as a result of the declaration of being missing. He also has the right to claim, at any time, his property from the third persons who had profited from it, property which had passed to them because of the declaration that he had been missing.

Article 53

The juridical capacity of foreigners is settled by the treaties or agreements concluded by the People's Socialist Republic of Albania with their countries.

When there are no treaties or agreements, foreigners enjoy the same civil rights recognized to the Albanian citizens. Nevertheless, limitations can be imposed by law or by provisions of the Council of Ministers.

Chapter IV

/Representation/

Article 54

The citizens and juridical persons can also carry out juridical activities through another citizen or another juridical person, with the exception of the cases when the juridical act, because of its character or according to the law, must be carried out by the person himself.

The right to represent can stem from the law and from the will of the person represented or it can also stem from the circumstances under which the relevant activities are carried out.

The representative acts on behalf of the person represented; through his activities, when they are carried out within the limits of the rights granted to him, direct consequences emerge for the person represented.

Article 55

The representative must act by himself, with the exception of the cases when he is allowed to designate a deputy or when the replacement is deemed necessary for the protection of the interests of the person represented.

The representative must immediately inform the person represented about the deputy he has chosen, otherwise, he is responsible for the activities of his deputy just as he is responsible for his own activities.

The deputy can be dismissed at any time both by the person represented and by the representative who has appointed him.

Article 56

When a citizen or a juridical person acts as representative without having this capacity or when the representative exceeds the limits of the rights invested in him, the juridical act carried out is not binding on the person represented, with the exception of the cases when the latter has approved this act.

The third person who has been in good faith has the right to seek compensation for damage from the representative.

Article 57

The power of attorney is the act which reflects the will of the person represented and is always made in writing.

The power of attorney to find a contract which, according to the law, can be executed only by notarial official letter, and the power of attorney to execute activities before courts and other state institutions, must be given in notarial official letters with the exception of the cases when, by special provisions, the confirmation of the power of attorney is permitted to be executed in another manner.

The power of attorney in the name of the enterprises, institutions and agricultural cooperatives or of the social organizations can also be given with the signature of the manager or with the relevant seal.

The power of attorney, in order to get letters, postal parcels and other postal mailings or money from post offices, banks and savings institutions, the power of attorney to get wages and other compensations stemming from work relationships, and the power of attorney to get pensions, aid and scholarships can also be certified: a) by the chairman or secretary of the village people's council or by the city quarter people's council; b) by the enterprise, institution or organization where the person represented works or is attending courses; c) by the administration of the health institution where the person represented is a patient undergoing treatment; and d) by the command of the military unit to which the military man represented belongs.

The power of attorney given by a person who is confined to prison or another place can be certified by the administration of the prison or of the place where the prisoner is being detained.

Article 58

The power of attorney ends in these cases:

a) when the action for which it was given has been completed;

b) when the representative or the person represented has died or when the juridical person is terminated;

c) when the person represented has annulled the power of attorney or when the representative has renounced it.

The juridical activities, carried out by the representative after the changes brought in the power of attorney or after the power of attorney has been terminated, are binding on the person represented and his heirs if the third persons, with whom these activities are connected, did not have knowledge of the changes made in the power of attorney or when it has been terminated.

Chapter V

/The Statute of Limitation/

Article 59

A right which is not exercised within the deadlines set by the law cannot be protected through a suit by the court or by the competent organ.

When it is not stipulated otherwise in the law, the statute of limitation of the suit is:

a) 1 year and a half for suits between juridical persons;

b) and 3 years for suits between juridical persons and citizens and between the citizens themselves.

In regard to suits stemming from the supply of goods of quality in contradiction with the conditions set in the contract and in regard to request for disciplinary conditions, the statute of limitation is 6 months. The competent government organs have the right to seek the judgment of these issues within 1 year.

The parties cannot alter the statutes of limitation of the action.

Article 60

The statute of limitation for suits begins at the moment when the party has been given the right to sue.

In regard to obligations without deadlines and in regard to obligations which are fulfilled by request of the creditor, the statute of limitation of suits begins from the moment the obligation is created.

The statute of limitation for suing for damage compensation begins from the day the injured party knew or must have known about the damage and the person who had caused it.

In conflicts between juridical persons, stemming from the supply of goods of quality in contradiction with the conditionsset in the contract, the limitation begins from the day of the drafting of the act of verification for the quality

of goods and, when the act of verification has not been done, the statute of limitation begins from the day of the expiratio the deadline for its completion.

The statute of limitation for suing for the return of what has been acquired or has been spared without reason begins from the day the injured party has known or must have known that the other person had profited and had been spared without reason.

Article 61

The right to seek compulsory execution of a final decision of the court or of another executive title must be exercised before 1 year elapses when the parties are juridical persons and before 3 years elapse in all other cases.

Article 62

The executed statute of limitation for suing is taken into consideration by the competent organ which examines the matter even without a request from the parties.

The introduction of a request for suing after the termination of the statute of limitation causes the collapse of the suit.

Nevertheless, the competent organ that examines the matter has the right to reinstate the statute of limitation for suing when it judges that the reasons which the plaintiff has given for completing this deadline are reasonable.

Article 63

The following are not subject to the statute of limitation:

a) a suit of the state to recover state property held in an illegal manner by an agricultural cooperative or a social organization or by a citizen;

b) a suit of an agricultural cooperative and of social organizations to recover their properties held in an illegal manner by the state;

c) a suit stemming from the violation of a personal nonproperty right, apart from the exclusions determined by the law;

ch) a suit for participation as co-owners;

d) a suit to recover the sums deposited in savings institutions or in banks;

dh) and other suits stipulated by special provisions.

The requests for compulsory execution of decisions connected with the suit, for which limitation is not applied, are also not subject to limitation.

Article 64

One cannot seek the return of the things or of money which a person has voluntarily given for the fulfillment of an obligation which, although unfathomable, is not without value, or which he has given for the fulfillment of a special obligation for himself, in harmony with the regulations of socialist morality.

Article 65

The statute of limitation is suspended in these cases:

a) when there is a natural disaster;

b) when the postponement of obligations is announced;

c) when one of the parties is in the people's army which is in a state of war;

ch) between spouses;

d) between children and parents as long as the latter exercise their parental rights;

dh) and between persons who are under guardianship and their guardians.

In the cases stipulated in letters a, b, and c, the statute of limitation is suspended if the situation happened or continues to exist in the last 6 months of the deadline of the statute of limitation.

The statute of limitation of action for compensation of damage to health or for death is suspended when the interested persons have presented a request for setting the state social security pension until the day they receive an answer.

The suspension period is not calculated in the deadline of the statute of limitation. After the suspension ends, the statute of limitation continues even in the cases where the time that remains is shorter than 6 months; this is extended up to 6 months.

Article 66

The statute of limitation is interrupted:

a) by every action of the debtor constituting knowledge of the law (knowledge of the law has no value for the interruption of the statute limitation in relationships between juridical persons);

b) by the presentation of the request for a suit either in a court or arbitration office which is not competent to examine the issue;

c) by presentation of a request for implementing the decision or the executive title.

The time elapsing before the interruption of the statute of limitation is not calculated in the deadline of the statute of limitation; and dating from the interruption, a new deadline for the statute of limitation begins.

/Special Party/

Chapter 1

/Ownership/

Article 67

/The Content and Object of Ownership/

Ownership is the right to possess, enjoy and dispose of riches within the limits determined by law.

The objects of ownership are movable and immovable material things.

Immovable things are land, buildings, and everything which is combined in an unmovable manner to the land or the building.

All the other things, including electric energy and any other energy, are movable things.

/Socialist and Private Ownership/

Article 68

In the People's Socialist Republic of Albania assets are owned by the state, the agricultural cooperatives and private individuals.

Article 69

Socialist property is composed of the state property and cooperative property in agriculture.

/State Ownership/

Article 70

State property belongs to all the people and is the highest form of socialist property.

The state is the only owner of the entire state property.

The following are properties of the state alone: land and underground resources, mines, forests, pastures, waters, natural energy resources, plants and workshops, machine and tractor stations, banks, communications roads, and the rail, air and water transportation means, ports, telephones and telegraphs, the radio and television stations and motion picture houses.

Any other asset that is created within the state sector or which the state acquires according to the law is also state property.

Article 71

State assets are administered by juridical persons appointed by the government within the limits determined by the law and in accordance with the aims of their activity and with the tasks of the state plan.

Article 72

Objects which, according to special provisions, are included in the principal means can, by decision of the competent government organs, pass from the administration of one enterprise, government institution or social organization to another, but always without compensation.

The principal means, with the exception of those determined by special provisions of the Council of Ministers, in the abovementioned manner, can pass to the ownership of the agricultural cooperative, as a rule with compensation.

Article 73

By decision of the responsible government organs, the land is granted to the state enterprises and institutions, the agricultural cooperatives and the social organizations for social use and to the citizens for personal use.

The land is granted for use without compensation.

/Cooperative Ownership/

Article 74

Cooperative property belongs to the group of village workers who are voluntarily united into an agricultural cooperative.

The following are properties of the agricultural cooperative: the buildings, machines, pieces of equipment, the means of transportation, tools and working means, work and production animals, fruit tree crops, agricultural and livestock products, and other means necessary for its activities.

Article 75

The agricultural cooperative exercises its ownership according to the law, according to the statute and according to the state economic plan.

Article 76

The state supports the development and invigoration of the agricultural cooperative so that it will become a modern unit of the great socialist production.

The passing of cooperative property into property of all the people is done in accordance with objective conditions, with the consent of the members of the cooperative and with the approval of the state.

/Private Ownership/

Article 77

Private property consists of revenues from work and from other legal resources, the house of residence and other things which serve to satisfy the individual and family material and cultural needs.

Private property also includes objects belonging to the cooperative family on the basis of the statute of the agricultural cooperative.

Article 78

The owner, in the exercise of his right over immovable property, can be charged with limitations, which are set by special provisions and, if there are none, by regulations of socialist morality.

Article 79

Immovable things of cooperative and invidiaul property can become state property when required by general interest.

The criteria is for their transition and the manner of compensation are determined by law.

Chapter II

/Co-Ownership/

Article 80

/The Meaning of Co-Ownership/

Ownership of an article can belong to two or more owners (co-ownership).

/Co-Ownership in Shares/

Article 81

The shares of co-owners of an article in co-ownership are equal as long as the contrary is not proven.

Article 82

Each co-owner can use the common article according for the purpose for which it has been established and so as not to prevent the other co-owners from using it in accordance with the share they have.

Every co-owner gains from the advantages, and is charged with the obligations stemming from co-ownership in proportion with his share.

When some co-owners, or one of them, use the common article, they are obliged to pay compensation to the other co-owners for the use of their shares from the day they are asked to pay this compensation.

Article 83

The article in co-ownership is administered in accordance with the agreement between all co-owners and, when they disagree, in accordance with the regulations established by law.

Article 84

To sell the entire article in co-ownership, it is necessary to have the approval of all co-owners.

A co-owner has the right to sell his individual share.

The co-owner, who would like to sell his share, is obliged to give to the other co-owners a written proposal for selling his share and, if the other co-owners do not desire to buy his share with the same conditions as the third person, then, the co-owner has the right to sell his share to a third person.

Article 85

The sharing of the things in co-ownership is executed by the co-owners themselves in accordance with the form required for the transfer of ownership.

When co-owners do not agree in regard to the sharing of the article in co-ownership, the sharing is carried out by the organs established by law in the presence of all co-owners.

The sharing of the article in co-ownership cannot be carried out in kind, when such a thing is forbidden by law or when, through the process of sharing, the common article has been seriously damaged or when the purpose for which it has been set is lost.

/Co-Ownership Between Spouses/

Article 86

Things, deposits in savings institutions and everything else acquired by spouses during their marriage are the joint property of the two spouses.

Items of personal use are not included in the joint property of spouses.

Article 87

The regulation specified in Article 85 are also implemented in regard to conjugal wealth.

Juridical actions, carried out by anyone of the spouses in connection with their common property, are also valid when carried out without the approval of the other spouse. However, the sale of common immovable assets must always be done with the approval of both spouses.

The share of each of the spouses is determined on the basis of equality of shares. However, taking into consideration the revenues from the work of each spouse, the execution of domestic work, and any other work in administration, keeping and increase of objects in common ownership, the share of each one can be increased or decreased.

Article 88

/Obligatory Co-Ownership/

When the floors or parts of the floors of a building are in the individual ownership of various owners, the parts of the buildings which serve as common use for all owners, such as the foundations, outside walls, interior separation walls between the special parts of floors, the entrance, stairs and the roof, are common property and cannot be divided.

The expenses for the maintenance of the common pieces of the building are in the charge of the owners of the floors in proportion with the value of every floor or of every piece of the floor.

Chapter III

/Acquisition and Loss of Ownership/

/Acquisition of Ownership by Contract/

Article 89

Ownership is acquired through a contract containing the obligation for the transfer of ownership. The ownership of the article by contract is acquired from the moment of the handing over of the article.

The handing over of articles is carried out as stipulated in the contract and, when it is not stipulated in the contract, it is handed over to the acquirer, to the transporter or to the post office to be delivered to the acquirer at the place indicated in the contract and also by handing over the documents giving him the right to dispose of the article.

The contract for transferring ownership of immovable assets, which are private property, is done by notarial act and registered, otherwise, it is not valid.

Article 90

The person who, on the basis of a contract, has acquired a movable article by payment and in good faith, becomes the owner of this article even if the transactor is not the owner.

Nevertheless, the person, even acting in good faith, does not become the owner of the article if the article has been stolen, or has been lost by the owner and, also, if the article, which belonged to an enterprise, institution, social organization or agricultural cooperative, left their hands in an illegal manner.

A person, acting in good faith, becomes the owner of an amount of money and of money order payable to bearer--having the obligation to pay a sum of money--even

if these have been stolen or lost by the owner or belonged to an enterprise, institution or agricultural cooperative.

The person, who acquired the article, is in good faith when he did not know or was not obliged to know that the possessor was not the owner.

/Acquisition of Ownership by Limitation

Article 91

The person who, on the basis of a juridical act of transfer of ownership--an act which is not forbidden by the law--has acquired an article in good faith and has kept it in his own possession or has transferred it to the possession of another person, becomes the owner of this article, if the possession of the article has continued without interruption for more than 3 years.

Article 92

Ownership of an article which is socialist property, cannot be acquired in the manner described in Article 91 of the Code.

Article 93

The provisions of Articles 59-66 are also implemented in regard to the acquisition of ownership by limitation.

/Acquisition of Ownership by Inheritance/

Article 94

Ownership is also acquired by inheritance.

Inheritance is the transfer by law or by means of a will of the wealth of the dead person (the legator) to another person or to many persons (the inheritors).

Inheritance by law is made when the legator has not made a will or when the will is totally or partially invalid or when the legator has left only a part of his wealth by will.

Article 95

The inheritance is disclosed at the time of the death of the legator and at the place of his last residence or, when the latter is unknown, at the place where the entire wealth or the major part of it is situated.

Article 96

Only a person who, at the time of the disclosure of the inheritance, is alive or conceived before the death of the legator and was born alive, can inherit.

Article 97

Anyone who has kept toward the legator such an attitude which is in contradiction with the fulfillment of the tasks stipulated by law or in contradiction with the rules of socialist morality, therefore, making him unworthy, cannot inherit.

Article 98

The inheritor acquires an inheritance on the death of the legator.

The inheritor can give up his inheritance within 3 months from the disclosure of the inheritance. For the inheritor who was not born, at the time of the disclosure of the inheritance, the deadline starts from the day of his birth. The renunciation is done in writing before the court where the inheritance-wealth is situated.

Article 99

The inheritors are responsible for the obligations and other expenditures which are a burden on the inheritance-wealth in proportion with their shares up to the complete value of the inheritance-wealth.

Article 100

The inheritor can request from the competent organs the delivery of a testimony that certifies his inheritance right.

Article 101

The inheritor has the right to sue the person who holds the inheritance as if he was the inheritor in order to have the right to inheritance recognized and in order that the inheritance or the wealth gained through it be handed over to him in accordance with the rules on possession in good faith or bad faith.

Legal action can also be taken against the person who keeps the wealth as if he was the inheritor, on the basis of a testimony of inheritance. The person, who has acquired, in good faith and with counterpayment, articles of the inheritance-wealth from such an inheritor, is not obliged to return these articles.

Article 102

To protect the interests of the state or of the heirs, the judge alone, of the place where the inheritance is disclosed, after the death of the legator, has the right to order an inventory of the wealth inherited.

The officer in charge of the court decisions or the notary who conducts the inventory can make a guardian for this wealth.

The court, when it deems it necessary, appoints an inheritance supervisor for the administration of the wealth who, by court approval, pays the obligations and gives accounts when the heirs arrives.

Article 103

The legal heirs are: the children and children's children, the spouse, parents, brothers and sisters and the children of the deceased brothers and sisters, grandfather and grandmother, the persons incapacitated for work under the care of the legator, and the state. The abovementioned share the legacy according to the order established in this Code.

Adopted children are equal with [natural] children.

Article 104

The legator's children, his spouse who is able or unable to work and his parents who are incapacitated for work share in the inheritance in the first order. All these persons inherit equal shares.

When one of the children has died before the legator, or has become unworthy, or has renounced his inheritance, or has been excluded from inheritance, then, his children share in the inheritance and, if even those cannot become heirs, the children of those children and, thus, in this order, the children of the children come in the inheritance without limitation.

In these cases, the share which would have belonged to the parent who does not inherit is divided among his children in equal shares.

Article 105

When there are no heirs of the first order, in the second order come the legator's spouse who is capable of work, the parents who are capable of work and other persons incapacitated for work who had lived at least 1 year together with the legator before his death as members of his family and who were in his charge. All these persons inherit an equal share of the inheritance, but the spouse, in any case, receives no less than one-half of the inheritance.

Article 106

In the third order of inheritance we have persons incapacitated for work in the charge of the legator, whom we mentioned in Article 105 of this Code, when there are no other heirs of the second order, that is, the grandfather and grandmother, brothers and sisters, and the children of brothers and sisters who are still alive. All these persons inherit an equal share, without distinction between brothers and sisters of a father or only of a mother nor between the grandfather and grandmother on the father's side or on the mother's side. In regard to the children of sisters and brothers, the last paragraph of Article 104 of this Code is implemented.

Article 107

The state shares in the inheritance in the fourth order.

Article 108

The heirs of the next order share in the inheritance only when there are no heirs of the previous order.

Article 109

The heirs, who lived with the legator at the time of his death, if they share in the heritance, in addition to the shares belonging to them from the inheritance-wealth, household articles of ordinary use with the exception of the case when the legator has indicated differently in the will.

Article 110

The will is a unilateral juridical act carried out by the legator himself by the means of which he disposes of his wealth for the time after his death.

By a will, one cannot dispose of wealth in contradiction with paragraph two of Article 113 of this Code.

Article 111

Any person who enjoys full capacity for action can make a will.

Article 112

The legator can leave, by will, all his wealth or a part of it to one or several heirs from those indicated in Articles 104, 105 and 106, to the state or to the enterprises, institutions, agricultural cooperatives or social organizations.

When a legator has no inheritor, as indicated in Articles 104, 105 and 106, then, he can leave his wealth to any other person.

Article 113

A legator can exclude from his inheritance by will, one or several of his legal heirs.

Nevertheless, the legator cannot exclude his under-age children from legal inheritance, nor can he exclude the other under-age heirs who inherit by representation (Article 104, paragraph two), as well as his other heirs incapacitated for work if they share in the inheritance; he cannot affect in any way, by will, the share that belongs to these heirs on the basis of legal inheritance, except when those heirs have become unworthy of inheritance.

Article 114

The legator can authorize his heirs to give a part of their inheritance wealth to enterprises, institutions, agricultural cooperatives and social organizations or to other legal heirs, although they are not brought in as heirs.

Article 115

The will is made by a notarial act or written by the legator himself.

Article 116

The will by notarial act is carried out by an act drawn up or certified by a notary and signed by the legator.

The will, written by the legator himself, is totally written by hand by the legator himself and contains the date when it was made and signed at the end by the legator.

Article 117

A will written at a later date invalidates the one written at a former date, as a whole or only the part which does not agree with the new will.

The will is invalidated by a statement made by the legator before a notary.

Article 118

The following are declared null:

a) a will made by a person who has no capacity for action;

b) a will not drafted in the form determined by the law;

c) a deposition by will in favor of persons who cannot inherit;

ch) and a deposition by will in contradiction with paragraph two of Article 113 of this Code.

The rules invalidating juridical acts are also implemented in the invalidation of wills.

When a will is partially or totally invoiced, in regard to the invalid part, the legal merits are called to the inheritance.

Article 119

The person who has deposited money or valuable documents in the state savings institutions or in the State Bank of Albania has the right to designate the person or persons who should receive the deposit after his death; this is done by letter addressed to the savings institution or the bank.

When the person has not made such a deposition, the deposits pass to the heirs in accordance with the provisions on heritance.

/Other Ways of Acquiring Ownership/

Article 120

Wealth which is not owned by citizens or by agricultural cooperatives is state property.

Unowned things are the things which have no owner or whose owner has lost, by limitation, the right to claim them from an illegal retainer and whose ownership has not been acquired by any other person.

Unowned things pass to the ownership of the state by court decision.

Article 121

When private buildings are in danger of falling down or of becoming useless because of the fault of their owners, these buildings can pass to the ownership of the state under the conditions stipulated by law.

Article 122

A citizen, who has found something which has been lost, is obliged to hand it over to its owner and, when the owner is unknown, to the people's police or to the people's council which must deliver it to the People's Police within 3 days.

Article 123

When the owner or the one who has lost the object has not been found or has not come to claim the object within 6 months, the object becomes the property of the state.

Article 124

Valuable objects, whose owner is not known or, on the basis of the law, has lost his right to the objects, become the property of the state.

The person who finds the abovementioned objects is obliged to deliver them to the government organs.

Article 125

The movable cultural, historical, artistic or ethnographic objects, as well as the rare natural objects with a scientific importance which are discovered, detached or dug up from the earth or the sea, become property of the state.

Article 126

Ownership is also acquired in other cases stipulated in the law or on the basis of the decision of the court or of another government organ.

Article 127

In all the cases, in which, on the basis of the law or of the decision of the court or of another organ, ownership over buildings is acquired or recognized a registration must be filed with the responsible organ, otherwise, the person who has acquired the ownership or to whom it has been recognized, cannot dispose of this property.

The decisions of the court or of another government organ which declares as invalid juridical acts properly registered for the transfer of the ownership of immovable property, are sent again for a new registration.

Article 128

The ownership over the revenues from an object belong to the owner of this object, except the contract stipulates otherwise.

Article 129

An owner loses his ownership when another acquires it or when he gives it up.

The renunciation of ownership over immovable assets in the favor of another is valid only when it is carried out by notarial act and registered.

Chapter IV

/Protection of Civil Rights/

Article 130

/The Suit To Claim the Object/

The owne. has the right to sue in order to recover his object from any illegal possessor.

Article 131

/Suit Seeking To Prevent Violation of Ownership/

The owner has the right to ask that anyone, who violates his ownership, without depriving him of his possession, be prevented from doing so and from repeating it in the future and, when it is appropriate, to compensate him for the damage caused to him.

/Protection of Possession/

Article 132

The possessor has the right, by using suitable protection, to counter, then and there, any action which violates his possession or deprives him of it. The possessor, whose possession has been violated in an illegal manner or who has been deprived of his possession, has the right to seek by a suit, within 6 months, the cessation of the violation or the reinstatement of his capacity as possessor. This right is not given to a posessor who has taken posssession by force or secretly.

Article 133

Civil rights are protected by the court or by the arbitration organs on the basis of the law.

In special cases, when stipulated by law, these rights are protected by other government organs or by social organizations.

Private, nonwealth rights are also protected after death through recognition of the right, stopping of violation and reinstatement of the right violated.

Article 134

A suit for state wealth left in the administration of the enterprise or the institution is carried out by these juridical persons against any illegal possessor.

When the state wealth has not been left in administration, the action to recover it is carried out by the financial section of the executive committee of the district people's council.

Article 135

The owner has the right to claim, from a possessor in bad faith, in addition to the object, the value of all revenues gained from the use of this object or which should have been gained during the entire period of the possession in bad faith and, whenever possible, compensation for the use of the object.

The owner has the same right toward the possessor in good faith, but only from the day when he knew or should have known that he was an illegal possessor, or from the day when he was informed of the suit for the restitution of the object.

Article 136

The possessor in bad faith or the possessor in good faith, from the day he learned that he was an illegal possessor or from the day he was informed of the owner's suit to recover his object, is obliged to compensate the owner for the loss of or damage to the object or for the impossibility, for any other reason, of returning the object, even if it was not his fault.

The possessor is discharged of responsibility if he can prove that the damage would have been caused even if he had handed it over on schedule, with the exception of th· cases when he had taken possession of the object through a penal act.

The possessor in good faith, until the day he was informed that he is an illegal possessor or until the day he was told about the suit brought by the owner to recover the object, is not obliged to return, to the owner, the revenues acquired from the use of the object nor to compensate the owner for the loss of or damage to the object or for the impossibility, for any other reason, of returning the object.

When the loss, damage or impossibility of returning the object has taken place because of the fault of the possessor in good faith, the latter is obliged to pay to the owner the amount which he has gained, in addition to the revenues which he had obtained from it.

Article 137

The possessor in good faith or the possessor in bad faith has the right to claim from the owner of the object repayment for the necessary expenditures made for the object.

The possessor in good faith also has the right to claim the useful expenditures which he has made for the object and which improved the value of the object, while the improvement of the value of the object continues at the time of the return of the object.

The revenues acquired by the possessor in good faith are calculated in the expenditures which he has the right to claim according to this proviso.

As long as the necessary and useful expenditures have not been paid, the possessor in good faith has the right to keep the object.

Article 138

The possessor in good faith, in regard to the other expenditures which he had made, but which were not necessary or useful for the object, and the possessor in bad faith, in regard to the expenditures which he had made, but which were not necessary for the object, have no right to seek their repayment. They have the right to remove from the object what they have added to it and which can be detached without damaging the object, with the exception of the case when the owner accepts to pay the counter value of what has been added.

Chapter V

/Obligations/

Article 139

/The Meaning of Obligation/

Obligation is a juridical relationship through which a person (the debtor) is obliged to give something or to execute or not to execute a definite action in favor of another person (the creditor), and the latter has the right to ask that something be given to him, or that the action be executed or not executed.

/The Sources of Obligations/

Article 140

The state organizes, manages and develops the entire economic and social life according to a single and general plan. The main source of obligations in the People's Socialist Republic of Albania are the planning acts of the socialist economy carried out by competent organs.

Obligations also come from juridical actions stipulated by law and, especially, from contracts, from the causing of damage and from illegal profit in wealth.

Obligations can also come from juridical activities which are not stipulated by law, but which are not in contradiction with the law, with the state economic plan, and with the rules of socialist morality and which do not aim at harming the state.

Article 141

Planning acts create the obligation of the enterprises, institutions, agricultural cooperatives and social organizations to conclude contracts.

The contract signed in these cases must respond to this act by its content. When the conditions of the contract do not respond to the planning act, they are invalid and must be changed in conformity with the planning act.

The conditions of the contract, which are in conformity with the planning act can be changed only through changes in this act.

/The Contract/

Article 142

The contract is a juridical act by the means of which the tasks of the state plan are fulfilled and the material and cultural needs of the citizens satisfied.

When, for the implementation of the state plan, the enterprises, institutions, and agricultural cooperatives must supply or sell to each other products and goods and carry out works and services, they conclude contracts between themselves.

The citizens conclude contracts for the satisfaction of their material and cultural needs, and for the possession, enjoyment and disposition of their personal wealth.

Article 143

The content of the contract must be in conformity with the law, with the tasks of the state plan, with the principles of the economic policy of the state and with the rules of socialist morality.

Article 144

The contract is considered concluded when the parties have agreed upon all basic conditions needed for concluding that kind of contract.

The place of concluding the contract is the place where the parties have agreed upon the concluding of the contract.

When the parties are not present, the contract is considered to be concluded at the place of the person who proposed it.

Article 145

The proposal to conclude a contract, made to a person who is present, without determining the deadline for its approval, loses its force if the person who is present does not accept the proposal immediately.

The proposal to conclude, made to a person who is not present, without setting the deadline for its approval, loses its force with the passing of the time which, usually and according to circumstances, is necessary for receiving a response on the acceptance of the proposal.

Article 146

The person who makes a proposal to another person to conclude a contract is obliged to wait for the answer until the deadline, which he himself had set, elapses or if he has not set a deadline, until the time elapses which, usually and according to circumstances, is needed to receive the answer from the other party in regard to the acceptance of his proposal.

Article 147

The approval of the proposal must be made immediately; while, when the parties are not present, the acceptance of the proposal is made within the time limit which, according to concrete circumstances, is needed by the person who has made the proposal to receive the answer.

The approval of the proposal with changes, limitations or delays is considered to be unacceptable and, at the same time, considered as a new proposal.

As long as the proposal or the acceptance has not been received by the other party, each of the parties has the right to withdraw it.

Article 148

The proposal is considered to be accepted when the proposer has received the response of acceptance from the other party.

The proposal is also considered as accepted when the other party, by request of the proposer, has started to implement it.

Article 149

When, for the implementation of the planning act, it is necessary to conclude a contract, the proposing enterprise, institution, agricultural cooperative or social organization sends to the other party the draft of the contract in two copies already signed. The other party, when it has no objection, returns one of the copies of the signed contract is considered as concluded in accordance with the conditions indicated in its draft.

When the enterprise, institution, agricultural cooperative or social organization has objections and has forwarded its counterproposals by writing to the proposing party, then, the parties agree to hold talks in order to solve their conflicts. If no agreement is reached, the proposing party presents the issue for settlement to the responsible government organ within the set deadline; otherwise, the contract is considered as concluded with the counterproposals that have been made.

The deadlines for the execution of the actions shown above are determined by provisions of the Council of Ministers.

Article 150

The Council of Ministers can draw up standard contracts compulsory for established categories of contracts concluded between the enterprises, institutions and agricultural cooperatives and also between these and the citizens.

Article 151

The contract is effective for the parties that have signed it. It can also be effective for third persons but only in the cases stipulated by law.

The settlement of the contract or the alteration of its conditions by one party, without the approval of the other party, is forbidden.

Article 152

The contract can also be concluded in favor of a third person. This person acquires the rights indicated in the contract from the moment that he has informed one of the parties that he would acquire these rights.

The debtor can make the returns deriving from the contract to a third person.

/Obligations With Many Subjects/

Article 153

When many debtors or many creditors participate in the same obligation and the object of the credit is divisible, each debtor is obliged to complete it and each creditor has the right to claim an equal share of the obligation, with the exception of the cases when it is expressed differently in the contract or in the law.

Article 154

When many debtors participate in the same obligation, so that the creditor will have the right to claim the implementation of the obligation, both by all debtors together and by each of them separately, whether as a whole or partially, the obligation is called in solidarity.

There is a solidarity obligation only when it is stipulated by law or when it comes from the will of the parties.

When many debtors participate collectively in an obligation toward an enterprise, institution, agricultural cooperative or social organization, it is considered that all are in solidarity, as long as the contrary is not proven.

Article 155

The implementation of obligation by one of the debtors in solidarity discharges all the other debtors from their obligation.

When in the law or in the contract it is not stipulated differently, the debtor who has implemented an obligation in solidarity, respecting all the requirements of the law, without damaging the interests of all other debtors, has the right to claim from them payment in equal parts of the obligation that he has implemented.

The share of the obligation of the debtor, who cannot pay, is equally divided, thus, increasing the share of the obligation of all debtors in solidarity.

Article 156

When many debtors or many creditors participate in the same obligation and the object of obligation is indivisible, debtors are considered debtors in solidarity and creditors are considered creditors in solidarity.

In these cases, each of the creditors has the right to claim complete fulfillment of the obligation and each of the debtors is obliged to completely fulfill the obligation.

The debtor, who has fulfilled the obligation, has the right to claim from the other debtors the payment, in equal shares, of the obligation fulfilled by himself.

/The Charge of the Subjects of Obligations/

Article 157

The creditor can transfer his credit to another person, with the exception of the cases when the law, the contract or the nature of the credit does not allow such a transfer.

The transfer of the credit to another person is effective on the debtor and the third persons from the date the debtor has been informed.

When the transfer of the credit to another person has been made with counterpayment, the creditor is responsible only for the situation of the credit at the time of its transfer.

Article 158

The assuming of obligation by another person, instead of the former debtor, is carried out solely with the approval of the creditor. The replaced debtor is discharged of his obligation.

A third person can become co-debtor in an obligation in agreement with the creditor or the debtor. The first debtor and co-debtor are responsible to the creditor as debtors in solidarity.

/The Fulfillment of the Obligation and the Consequences of Its Nonfulfillment/

Article 159

An obligation must be fulfilled according to its content in the place, manner and deadline established and, in harmony with the requirements of the law, the act of planning and the contract.

The parties must fulfill their obligations in the most profitable manner for the people's economy, and must give to each other all the necessary aid in order to fulfill their obligations.

Article 160

Monetary obligations in the People's Socialist Republic of Albania are set and paid in Albanian currency, with the exception of the cases when, by special provisions, it is stipulated differently.

When, in regard to a monetary obligation it is necessary to pay interest, the latter cannot be higher than the percentage established by special provisions.

Article 161

When the place of the discharge of the obligation has not been determined by law, by contract or by planning act, and does not appear from the nature of the obligation itself, then, the obligation must be discharged, as follows:

a) for obligations whose aim is the handing over of an immovable object--at the place where the object is situated;

b) for an obligation in money--at the place where the creditor resides at the time of the discharge of the obligation;

c) for all other obligations--at the place where the debtor resides at the time of the discharge of the obligation.

Article 162

The creditor has the right to claim the fulfillment of the obligation at any time, if the deadline for its fulfillment has not been set or if its fulfillment has been left up to the creditor's request.

The debtor can fulfill his obligation before its deadline, with the exception of the cases when this is stipulated differently by law, in the contract or by the very nature of the obligation.

The fulfillment of the obligation ahead of schedule between the enterprises, institutions, agricultural cooperatives or social organizations is allowed only in the cases when it has been stipulated by law, by contract or at the pleasure of the creditor.

Article 163

The obligation can also be fulfilled by a third person, with the exception of the cases when the creditor wants this to be fulfilled by the debtor himself.

Article 164

If the debtor does not fulfill his obligation, the creditor has the right to seek fulfillment according to the contract or its kind and, if this is impossible, to seek compensation for the damage done to him.

Article 165

The debtor, who has not fulfilled his obligation or has not fulfilled it in the proper manner, is obliged to compensate the creditor for the damage caused to him.

In these cases, compensation for damage includes all the losses suffered by the creditor, that is, both the reduction of his wealth and the revenues which normally he would have received, had the obligation been fulfilled.

Article 166

The debtor, who fails to fulfill his obligation, is relieved of responsibility, if he proves that its fulfillment had become impossible because of circumstances that he could not prevent, with the exception of the cases when it is expressed differently in the law of the contract.

Impossibility of fulfilling an obligation also means the withdrawal or termination of the task of the state plan.

In all the cases mentioned above, the debtor must immediately inform the creditor in writing about the impossibility of fulfilling his obligation.

In such cases, if the article which constitutes the object of obligation has been sold, lost or damaged, the debtor must return to the creditor everything which he has gained from it as a compensation for this article.

Article 167

When the nonfulfillment of the obligation and the increase of the damage caused by this nonfulfillment are the creditor's fault, the organ that examines the matter can reduce the sum of compensation for damage to the creditor or relieve the debtor completely from the obligation of compensation for damage.

Article 168

The debtor, who has failed to fulfill his obligation on schedule, is responsible for paying the creditor compensation for the damage caused to him by the delay. He is also responsible for the impossibility of fulfilling the obligation after the expiration of the deadline, even because of an unexpected event, with the exception of cases when he proves that damage would have been caused to the creditor even if he had fulfilled his obligation at the right time.

When, because of the debtor's delay, the fulfillment of the obligation is no longer of interest to the creditor, the latter has the right to refuse the fulfillment of the obligation and to claim compensation for damage.

Regarding obligations, whose object is a sum of money, the creditor has the right to claim the payment of the legal interest from the day of the delay.

Article 169

The creditor is considered to be tardy when, without legitimate reasons, he does not accept the fulfillment of the obligation by the debtor or when he fails to execute the activities which he should execute, that is, the activities without which the debtor cannot fulfill his obligation toward him.

The tardiness of the creditor gives the debtor the right to be compensated for the damage caused because of the delay, if the creditor does not prove that the delay has not been caused willingly or because of his negligence or the negligence of the persons who, on the basis of the law or of the recommendation of the creditor, are asked to accept the fulfillment of the obligation.

Article 170

When the creditor is absent or late, the debtor can deposit the object, for which he is responsible, at a suitable place designated by the court in the place of the fulfillment of the obligation.

Money, valuable documents and precious objects can be deposited in the Albanian State Bank and at the place of the fulfillment of the obligation, even without the authorization of the court.

When the object, which the debtor is obliged to deliver, deteriorates rapidly, or when the depositing requires great expenses or when it is done with difficulty and, also, when the object, because of its nature, cannot be deposited, the debtor, after having informed the creditor, can ask the court to authorize him to sell the object which he has to deliver and to deposit the value obtained from the sale in the Albanian State Bank in the name of the creditor.

The deposit is considered as having not been made if the debtor removes the object deposited before having obtained the approval of the creditor.

/Termination of Obligation/

Article 171

The obligation is terminated by its fulfillment, compensation, renewal and by forgiveness because of the impossibility of fulfilling it through no fault of the debtor.

Obligation between enterprises, institutions, agricultural cooperatives and social organizations can also be terminated by decision of the competent organ.

Article 172

When two persons are, at the same time, creditor and debtor toward each other, each one of them has the right to compensate his own credit with that of the other party, if the two credits have, as their object, money or replaceable things of the same kind, and when the obligations themselves have become seekable.

The two credits conclude with the smallest credit as of the date on which it was possible to carry out the compensation.

Article 173

The following cannot conclude with compensation:

a) credits stemming from the cause of death or from deterioration of health;

b) credits which cannot be confiscated;

c) credits which, according to other legal provisions, cannot be compensated.

Article 174

The obligation ends with the agreement of the parties on its replacement by another obligation (renewal).

The means for assuring implementation of an obligation are removed by renewal, if there is no contradictory agreement.

Renewal of obligations between the enterprises, institutions and agricultural cooperatives can take place solely when it does not conflict with the act of planning or with the financial discipline.

Article 175

Obligation between juridical persons is ended or changed, according to the case, when the act of planning, on which the concluding of the contract relies, has been changed by an act binding on the two parties.

/Disciplinary Conditions and Fines/

Article 176

In regard to the nonfulfillment of an obligation or the failure to fulfill an obligation on schedule and in the proper manner, the debtor is obliged to pay to the creditor a sum of money set by law or by contract (disciplinary conditions or fines).

The agreement on disciplinary conditions or fines must be made in writing regardless of the sum and of the form of the main contract.

Article 177

When the disciplinary condition is stipulated in the contract and the debtor does not fulfill his obligation properly, the creditor has the right to claim the payment of the disciplinary condition and compensation for the part damaged, which exceeds the sum of the disciplinary condition.

When a fine is stipulated in a contract and the debtor does not properly fulfill his obligation, the creditor has the right to claim payment of the fine and complete compensation for the damage caused by the nonfulfillment of the condition.

Payment of the disciplinary condition or of the fine does not discharge the parties from fulfilling their obligations, with the exception of the cases when it is stipulated in a different way.

Article 178

When the disciplinary condition or the fine is very large in comparison with the damage suffered by the creditor or when the obligation has been fulfilled partially, the competent organ examining the issue can reduce the amount of the disciplinary condition or of the fine.

/The Guaranty/

Article 179

The guarantor is obliged to insure the creditor of the complete or partial fulfillment of the obligation on the part of the main debtor.

A guaranty can be given both for a future obligation and for an obligation on condition.

The guarantor is obligated in solidarity with the main debtor, with the exception of the cases when it is stipulated differently in the contract of guaranty.

Article 180

The guarantor, who has fulfilled an obligation on behalf of a debtor, in accordance with the requirements of the law and without damaging the interests of the main debtor, takes the place of the creditor in all his rights toward the debtor.

The guaranty is withdrawn at the termination of the main obligation and, when the creditor has not brought suit against the guarantor, within 6 months from the day of the termination of the deadline for the fulfillment of the obligation.

/Objection to Juridical Activities of the Debtor/

Article 181

The state has the right to seek that the juridical acts of its debtors to reduce the quantity or value of its wealth, to the detriment of the state, be declared null, with the condition that the credit has been incurred before the execution of the juridical act. The enterprises, institutions, agricultural cooperatives and social organizations and the citizens have the same right.

When the juridical act is carried out by counterpayment, in order to declare it null, it is necessary for the person, with whom the debtor has carried out this act, to have had knowledge about the purpose of the damage of the debtor.

However, when this person is a relative or a close relative by marriage, it is not necessary to be proven that he had knowledge.

With the declaration of the juridical act as null, the rights gained by counterpayment by third persons of good faith before the initiation of the suit to declare the juridical act as null, are not affected.

Chapter VI

/Special Contracts/

/The Sales Contract/

Article 182

By the sales contract, one party (the seller) is obliged to transfer to the ownership of the other party (the buyer) an object and the buyer is obliged to take the object and pay its price.

On the basis of the state plan, the state enterprises conclude contracts to sell various kinds of goods to the agricultural cooperatives which are obliged to take them and to pay the suitable price.

When the buyer is an institution or a state enterprise, only the right of operational administration is transferred to it.

Article 183

The following cannot be buyers of an object: those who, on the basis of the law, keep or administer these objects, those who sell objects with compulsory execution, and those who are stipulated in special provisions of the Council of Ministers.

Article 184

When the object sold, after having been transferred into the ownership of the buyer, is lost, through no fault of any one of the parties, the buyer is obliged to pay to the state the purchasing price, with the exception of the cases when there is agreement to the contrary.

When the object sold is lost through no fault of any one of the parties at the time when the seller was late for handing it over, the seller is obliged to return the price received to the buyer and to compensate him for the damage suffered by him.

When the object sold is lost through no fault of the parties at the time when the buyer was late in receiving the object, the buyer is obliged to pay the seller the price of the object and to compensate him for the damage suffered.

Article 185

Expenditures for the delivery of the objects sold and the expenditures for keeping, weighing and counting them are borne by the seller; while expenditures for receiving them are borne by the buyer.

Article 186

The seller is obliged to deliver the object to the buyer in the same condition that it was at the time of the sale, together with the revenues from the date of the sale.

Article 187

When the seller does not deliver the object to the buyer, if in the contract it is not stipulated differently, the buyer has the right to claim the delivery of the object or the dissolution of the contract; in both cases, the responsibility for failing to fulfill the obligation is with the seller.

Article 188

The seller is obliged to hand over the object he has sold to the buyer without any right of ownership on the part of other persons.

Article 189

When a third person sues the buyer in order to recover the object sold because of reasons arising before the sale, the buyer is obliged to summon the seller to participate, on his side, in the judgment of the issue before the competent organ.

When the buyer does not summon the seller, the latter is discharged of his responsibility toward the buyer, if he proves that, had he participated in the judgment of the issue, he would have sufficient reasons to destroy the lawsuit seeking to recover the object which had been sold.

Article 190

When, by court decision, the buyer has completely lost his ownership over the object which has been sold, the seller is obliged to compensate the buyer for the damage he has suffered.

The buyer, who loses his ownership only over a part of the object which has been sold, has the right to seek the dissolution of the contract of sale and compensation for damage or the reduction of the price and repayment for damage.

Article 191

The buyer, who, at the time of the sale, had knowledge of the ownership of third persons over the object that had been sold to him, has the right to claim only the return of the price paid for the object, if, by decision of the competent organ he loses, completely or partially, the object that had been sold to him.

Article 192

The quality of the object sold must respond to the conditions of the contract. When the quality is not stipulated in the contract, it must respond to the normal conditions.

The seller is responsible to the buyer for the poor quality of the object sold, for the defects which reduce its value or which make it unsuitable for utilization.

Article 193

The seller is not responsible for the defects of the object sold, if the buyer had known them or had the opportunity to know them at the time of the signing of the contract.

Article 194

The buyer, in order to sue the seller for the lack of quality or for the defects of the object sold, must notify the seller about these things as soon as he discovers them.

Suits in the above cases must be brought within a year of the handing over of the article.

Article 195

The seller can guarantee the buyer that the object sold will preserve its quality for a definite period (period of guaranty).

The defects of the object sold with a period of guaranty must be reported to the seller by the buyer as soon as he discovers them, but not after the period of guaranty has elapsed.

The seller is not responsible for the defects of the object sold with a period of guaranty, when he proves that these defects have been caused because the buyer has violated the rules of utilization or of maintenance.

The suit in regard to the defects of the object sold with a period of guaranty must take place no later than 6 months after the seller has been notified about the discovery of these defects.

Article 196

The buyer, who has discovered the poor quality or defects of the object sold to him and has notified the seller about them in time, has the right to claim, if the contract does not stipulate differently, either the replacement of the object, or the reduction of the price, or the correction of the defects without charge, or the cancellation of the contract and compensation for damage.

Article 197

When the buyer does not pay for the object and does not take it, the vendor has the right to seek that the buyer pays for the object and takes it and, also, to compensate him for the damage caused by the delay, or to seek that the contract be canceled and compensation be given for the damages caused.

Article 198

The buyer, in regard to the objects sold to him with defects, when asking for their replacement by objects without defects or the cancellation of the contract, is obliged to return these objects to the seller together with the revenues. The seller, on his part, is obliged to compensate the buyer for the necessary expenses that he has made for the object and for the damage suffered by him.

/The Exchange Contract/

Article 199

In the exchange contract, each of the parties is obliged to transfer a specified object to the other party.

In regard to the exchange contract, relevant provisions for the sales contract are executed; and each one of the parties are regarded as the seller of the object which he gives and the buyer of the object which he receives.

The exchange contract, when one or both parties are juridical persons, can be concluded only in the cases stipulated by provisions of the Council of Ministers.

/The Supply Contract/

Article 200

By a supply contract, an enterprise is obliged, on the basis of the state plan, to supply another enterprise or social organization with a specified quantity of products, and the latter are obliged to take them and to pay the set price.

Article 201

The supply contract is concluded on the basis of the draft plan of distribution and of the regulation on the basic conditions of supply approved by the Council of Ministers and based on protocol agreements concluded between the ministries and other central institutions.

In the protocol agreements the division of products, according to groups and kinds, quality, variety, and the manner of packaging and wrapping, the manner of transportation and so forth are stipulated.

Article 202

Supply contracts are concluded for a period of 1 year divided into 3-month periods and into smaller periods set by the parties.

For machinery and pieces of equipment requiring a long period for production and for mass supplies, contracts can be concluded for longer than 1 year.

Article 203

In the supply contract, the following are stipulated: the quantity, quality, the complete nature of the product, the kind, packaging and wrapping, the supply deadlines, the responsibility of the parties in regard to the nonfulfillment of obligations and the price.

Article 204

Prices indicated in the supply contract must be the same as those set by provisions of competent organs.

When, during the period of the validity of the contract, there are changes in prices, the product is paid for the buyer on the basis of the prices which existed at the time of its delivery, with the exception of the cases when it is stipulated differently by provisions of the Council of Ministers in relation to the change of prices.

Article 205

The quality of the product to be supplied must respond to the conditions set in the contract.

Article 206

When the variety of products supplied does not respond to the variety indicated in the contract, the buyer has the right:

a) either to refuse the part of the product which is not of the same variety as specified in the contract and ask that this part of the product be supplied according to the variety indicated in the contract;

b) or to refuse to accept the entire product, when such a right is specified by the basic conditions of the contract.

Article 207

When the quality of products supplied does not correspond to the conditions set in the contract, the buyer has the right to refuse the product and not to pay its price; and, if he has paid the price, he has the right to ask for its return or to insist that the defects be corrected or that he himself correct them at the expense of the supplier.

Article 208

When the product supplied is not complete, the buyer has the right to ask that the product be completed with the missing parts or be replaced by a similar product which is not lacking any part.

As long as the product supplied has not been completed with the missing parts or has not been replaced by another complete product, the buyer has the right not to pay the price and, if he has already paid for it, to ask that the money be returned to him.

Article 209

The manner, place and deadlines of verification of the quality, quantity, completion and variety of products, which the buyer has received, and the manner of presenting demands in connection with these are regulated by special provisions of the Council of Ministers.

Article 210

The buyer, who refuses a product because it has been supplied to him without having contracted for it, or because it does not respond to the conditions of the contract or because it has been supplied ahead of schedule, is obliged to keep and take care of it in his own warehouse.

The manner of keeping and taking care of products and schedules are set by provisions of the Council of Ministers.

Article 211

The quantity of the product which has not been delivered by the supplier or which has not been accepted by the buyer by the set deadline must be supplied and accepted according to the manner and deadline established in the basic conditions of supply or in the contract.

Nevertheless, the buyer, after having informed the supplier, has the right not to accept the product that has been sent to him with delay, with the exception of when it is stipulated differently in the contract. The product sent by the supplier with delay, but sent before the notification of the buyer, must be accepted and the price must also be paid.

Article 212

For the object supplied with guaranteed deadlines, the supplier is obliged either to repair the object at his own expense, or to pay the expenses for the repair carried out by the purchasing party, or to replace the object, with the exception of the cases when it is stipulated differently in the contract.

Article 213

The conditions and ways for supplying goods for export are established by provisions of the Council of Ministers.

Article 214

The general provisions of the sales contract are also implemented for the supplying contract, if it is not stipulated differently by clauses of this contract.

/The Contract of Basic Constructions/

Article 215

By the contract of basic constructions, a construction enterprise (the builder) is obliged to execute with its own forces and means, in accordance with the order from an enterprise, institution, agricultural cooperative or social organization (the investor), the constructions stipulated by the state plan, while the investor is obliged to accept, on the deadline set in the contract, the constructions executed and to pay the price for the works done in accordance with the estimate of expenditures.

The manner and deadlines for the concluding of the contract are determined by special provisions of the Council of Ministers.

Article 216

The contract of basic constructions is concluded when the investor gives to the builder all the documents needed for the basic constructions (designs, estimates, place of construction and so forth). An exception to this rule can be authorized only by decision of the Leadership of the Council of Ministers.

The constructions designs and estimates of expenditures are approved in accordance with the ways determined by provisions of the Council of Ministers.

Article 217

For projects, whose construction continues more than 1 year, a general contract of basic constructions is concluded.

On the basis of a general contract, the parties conclude annual contracts for the constructions to be executed during the year.

Article 218

In these constructions, the construction enterprise can carry out special works (assembly, electrical-technical and technical-sanitary works and so forth) through other specialized enterprises.

Article 219

The investor is obliged:

a) to deliver the documents, technological materials, machinery and pieces of equipment on schedule in accordance with the order indicated in the contract;

b) to place specialists and technologists at the disposal of the construction enterprise and to resolve, in time, the issues which the construction enterprise raises in regard to designs and estimates;

c) to exercise continuing control during the entire period of the construction works so that the project is built with good quality according to the execution of designs and final estimates, within the limits of planned funds and complete value approved, in order that it will be put into operation on the set deadline and with planned capacity;

ch) to exercise control over the quality of materials used for the construction of the work;

d) to monitor the value of the work reported;

dh) and to coordinate work with other enterprises in order to connect the projects with the water mains, canalization, electric power and roads, in accordance with the deadlines specified of the contract.

Article 220

The construction enterprise is obliged:

a) to execute all the works indicated in the contract in accordance with the designs, schedules and technical conditions of execution, with its own means and materials;

b) to conclude special contracts with specialized enterprises for the execution of works which should be done;

c) to present its observations on the execution of designs and final estimates to the investor and to the designing institution no later than 30 days from the day of their delivery.

ch) and to deliver the project on schedule.

Article 221

After the completion of special pieces of construction or of the entire work, the construction enterprise makes its delivery, and the investor is obliged to accept them when they are completed according to the technical design and conditions indicated in the contract.

The acceptance of the project is carried out in accordance with the special provisions of the Council of Ministers.

Article 222

The manner of financing basic constructions is determined by provisions of the Council of Ministers.

/Contracts for the Collection of Agricultural and Livestock Products and of Medicinal and Oil-Seed Plants/

Article 223

By the contract for the collection of agricultural and livestock products and of medicinal and oil-seed plants, the agricultural cooperatives are obliged to produce or to collect and deliver their agricultural and livestock products to the collection enterprise, the food enterprises and the trade and forest enterprises, on the basis of the plan approved by the responsible organs; while, the latter enterprises are obliged to accept them and pay the set price.

These organs are also obliged to accept the quantity of products above the contract plan, when this product is in accordance with the variety and technical conditions approved.

The manner and deadlines for signing the contracts are set by provisions of the Council of Ministers.

Article 224

In the collection contract, especially, the following must be stipulated:

a) the quantity and quality of products, the deadlines, and the manner, conditions, and the place of their delivery;

b) the agro-technical measures that the agricultural cooperative must execute;

c) the material and technical aid which the enterprise must give;

ch) the obligation of the enterprise to receive the products on schedule and to pay for their value according to the prices set;

d) the responsibility of the parties in regard to the nonfulfillment of obligations.

Article 225

The agricultural cooperatives are obliged to take measures on schedule in order to assure the contracted agricultural and livestock products with the set quantity, quality and deadlines; they must execute the necessary agro-technical works and services, obtain high yields and deliver them in accordance with the technical standards and conditions as indicated in the special provisions.

/The Contract of the Machine Tractor Station for Agricultural and Livestock Works/

Article 226

By the contract for agricultural and livestock works, the machine tractor station (MTS) is obliged to carry out its works with its own mechanized means in accordance with stipulated conditions, while the agricultural cooperative is obliged to receive these works according to the contract and pay the MTS for the relevant expenses.

The manner and deadlines of signing the contract are set by provisions of the Council of Ministers.

Article 227

The contract for agricultural and livestock works must provide, on the basis of the production plan of the agricultural cooperative, for the following: the kinds, the volume, the quality indicators, and the deadlines within which the works will be executed.

Article 228

The MTS is obliged:

a) to carry out its works and agricultural and livestock services stipulated in the contract with its own means, according to quantity, quality and best agro-technical deadlines;

b) to keep its mechanized means in readiness for the execution of works on schedule;

c) and to keep ready and increase the training of its cooperative members charged with operating the agricultural machines and other pieces of equipment of the MTS.

Article 229

The agricultural cooperative is obliged:

a) to take measures and prepare the plots on schedule so that the MTS mechanized means will not be prevented from starting work on the basis of established schedules and will not be damaged;

b) to indicate, on time, the cooperative members who will work with agricultural machines;

c) to determine the conditions for the execution of works according to agro-technical and zootechnical requirements;

ch) and to pay, on schedule, the value of works and of services carried out by the MTS according to the rates set by the Council of Ministers.

Article 230

After it completes its works and services, the MTS hands them over to the agricultural cooperative.

Poor quality works and services carried out by the MTS are not accepted by the agricultural cooperative. When the agro-technical requirements allow it, the works and services are repeated by the MTS at its own expense.

/Contract for Giving Water to Agricultural Units for the Irrigation of Agricultural Crops/

Article 231

By the contract for giving water for the irrigation of agricultural crops, the enterprise which administers the distribution of water takes charge of distributing water to agricultural units from the irrigation system which it administers.

Article 232

The water administration enterprise is obliged to keep in readiness the irrigation works under its administration, to assure the necessary quantity of water from these works and to technically manage the good maintenance of the works and of the internal irrigation network of the units and of the internal network of the works it administers within the territory of the units.

Article 233

The agricultural unit is obliged to keep in readiness and in good condition the internal irrigation network, use the water which it receives for the irrigation of agricultural crops in an economical manner and to pay the price according to the state rates.

/Transport Contract/

Article 234

By the transport contract, the transporter (the automobile, railway, water and air transport enterprise) takes it upon itself to transport travelers, goods and baggage from one place to another; while the traveler or sender of goods or baggage is obliged to deliver the goods contracted for transport and to pay the transport fees.

Article 235

On the basis of the transport plan and for its execution, the transport enterprise signs a contract with the sender for the detailing of the transport plan.

In the execution of the contract for the detailing of the transport plan, in complex transport, the transport enterprises sign contracts among themselves.

Contracts are concluded for 1 year, divided into 3-month or monthly periods or, even, with shorter deadlines.

The manner and deadlines for concluding the contract are determined by provisions of the Council of Ministers.

Article 236

The contract of transportation is certified by the relevant document of transport (vouchers for the transport of goods, tickets for the transport of travelers and receipts for the transport of baggage).

Article 237

The transport of goods for every consignment is carried out on the basis of vouchers formulated by the sender and signed by him and by the transporter and delivered to the receiver of the goods.

Article 238

In regard to losses and damage of goods during transportation by motor vehicles of other enterprises, on account of the contracting transport enterprises, the enterprise that has transported the goods is directly responsible to the sender. When the goods are transported by two or more transporters, the first transporter is responsible for the damage caused.

Article 239

The transport enterprise is obliged:

a) to send its vehicles to the place specified and at the time specified in the contract for the transport of the load;

b) to inform the sender on time about placing the vehicles at his disposal;

c) to transport the goods and take good care of them from the moment it takes them in charge to the moment of their delivery to the receiver;

ch) and to assume responsibility for the loss of the goods in their total value while, in regard to damages, to pay compensation for a reduced value of the goods.

Article 240

The sender is obliged:

a) to prepare the load and to package it in accordance with the kinds of goods or with the technical conditions;

b) to load the vehicles within the set schedule, using his own workers and at his own expense;

c) and to pay the fees for the transport of goods and the expenses for supplementary transportation services up to the final destination in accordance with the manner indicated by the Council of Ministers.

The receiver of the goods is obliged to unload the transport vehicles.

Article 241

When, at the time that the goods are delivered, it is discovered that they are damaged or do not respond to the quantity shown in the transport document, the transporter is obliged, at the request of the receiver, to draft a written statement.

Article 242

When the delivery of goods is late, the transporter pays to the receiver a disciplinary condition in the measure determined by provisions of the Council of Ministers.

Article 243

The transporter is not responsible for the loss or damage to goods entrusted to him for their transportation, when the loss or damage has taken place:

a) because of natural disaster;

b) because of the fault of the sender or of the receiver of the goods (because of defects in goods, of their packaging and so forth);

c) because of reasons connected with loading or unloading by the means provided by the sender or the receiver of the goods;

ch) because the person entrusted by the sender to accompany the goods has not taken the necessary measures to keep them in good conditions;

d) and because of known natural wastes.

Article 244

The responsibility of the transporter, sender and receiver of the goods in regard to nonfulfillment of contract obligations, the documents which must be completed for seeking the goods which have not been delivered by the transporter and other transport regulations are stipulated by special provisions of the Council of Ministers.

Article 245

The conditions for the transport of passengers and of baggage and the responsibility of the parties are determined by directives of the Councils of Ministers.

Article 246

The persons who might have claims against the transporter, claims stemming from transportation, must, before suing him, present their demand to the management of the transport enterprise.

The persons who have the right to present a claim, together with the relevant documents, are stipulated by special provisions.

Article 247

The requests stemming from transport services can be presented within 4 months with the exception of the requests for fines and disciplinary condition.

The transporter is obliged to examine the requests presented and to inform the requester about their approval or disapproval within 2 months, except for the requests for fines and disciplinary condition.

Article 248

When the requests have not been approved or there has not been any answer within the deadline indicated in Article 247, the requestor has the right to sue within 1 month from the day he received the answer from the transporter or from the day of the phasing out of the deadline for an answer.

/The Processing Contract/

Article 249

In the processing contract, one party (the processor) is obliged, on his own responsibility and according to the requests from the other party (the customer), to make, change or repair an object for payment.

In the processing contract, only the state enterprises can be the processors; while each citizen or each juridical person can be a customer, with the exception of the cases stipulated by special provisions.

In this kind of contract, the agricultural cooperatives can also be processors.

Article 250

The processor carries out processing activities with his own materials and means, with the exception of the cases when it is stipulated differently in the contract.

When the processor carries out processing activities with his own materials, he is responsible for the quality of the materials.

Article 251

The processor is obliged to forewarn the customer before starting processing:

a) when the material brought by the customer for the execution of processing is of poor quality or unsuitable;

b) when the instructions given by the customer for the execution of processing cannot be carried out or when their execution can make the object processed instable and unsuitable.

The processor who has not forewarned as mentioned above is responsible for the damage suffered by the customer.

When the customer, despite forewarning at the proper time, does not replace the unsuitable material or does not change his instructions for the execution of processing, the processor can abandon execution of the contract and claim compensation for damage done to him.

Article 252

The processor is responsible for the loss of or damage done to the material given by the customer including, in the damage, the consumption of materials in excess of specified norms.

The processor is obliged to return the parts of materials in excess to the customer after the termination of processing.

Article 253

When the material is lost or damaged because of a natural disaster, the parties have no right to demand from each other the value of the material or of the work done.

When the product, processed with the material of the processor, is lost or damaged not because of the fault of the parties, but because the customer was late in taking it, the customer is obliged to pay to the processor the value of the material and of his work.

When the material given to the processor by the customer or when the product processed with this material is lost or damaged, and also when the completion of the product becomes impossible, not because of the fault of the parties, but because the processor was late in delivering it, then, the processor is obliged to pay to the customer the value of the material without the right to seek compensation for his work.

Article 254

The customer is obliged to accept the object processed according to the contract and to verify it; when the processing has not been executed according to the contract or has defects, the customer is obliged to inform the processor about these defects within 5 days from the day of the receiving of the object processed.

When defects cannot be discovered from the usual examination, the customer has the right to point them out to the processor within 5 months from the day of the receiving of the object processed, when it has not been specified otherwise in the contract.

Article 255

When the object has not been processed according to the contract or has defects, the customer, after having informed the processor, if the contract does not stipulate otherwise, has the right to seek the correction of the defects in the object processed within 10 days from the day of the receiving of the object; when the defects are so great that the object cannot be used anymore for its usual purpose or for the purpose specified in the contract, the customer has the right to ask the cancellation of the contract and compensation for the damage caused.

Article 256

The processor assumes responsibility for the quality of the processing within the deadline specified in the contract.

If, within the deadline mentioned above, the object is damaged because of the poor processing quality, the processor is obliged to correct the defects of the object at its own expense.

Article 257

When the enterprise or agricultural cooperative has assumed the execution of a work with the customer's material and the latter does not come to take possession of the work within 6 months, the enterprise or agricultural cooperative has the right to sell the work and, after having deducted the compensation for the work it has executed, to deposit the remainder of the sum obtained in the name of the customer, in accordance with paragraph two of Article 295.

/Contract for Insuring Property/

Article 258

By the insurance contract one party (the insurer), if the event stipulated in the contract is certified (the insurance incident), is obliged to pay to the other party (the insured) or to a third person--in whose benefit the contract has been concluded--the compensation of the insurance within the limits of the sum set by the policy.

The insurer is obliged to pay the premium (the price of the insurance) by the deadline indicated in the contract.

Only the state institution indicated by special provisions can be an insurer.

This institution can conclude contracts of liability according to special provisions.

Article 259

The contract of insurance can be voluntary or compulsory when it is stipulated explicitly by special provisions.

The contract of insurance must be carried out by the means of a certificate of insurance (insurance policy), which the insurer gives to the insured, otherwise it is not valid.

Article 260

The insured has the following obligations:

a) to tell the insurer, at the time of the signing of the contract, all the circumstances that he knows and which have a basic importance in determining the nature and scope of the danger;

b) to inform the insurer, during the period that the contract is in force, about all the changes in circumstances that he knows have taken place after the concluding of the contract and which can help increase the danger;

c) to inform the insurer, within the deadline indicated by special provisions, about the insurance incident and to take the necessary measures in his power, so as to stop or reduce the damage;

ch) and to take care of the property insured, according to the directives against fire and according to agro-technical and zooveterinary directives.

Article 261

When the insured does not give to the insurer the information indicated in letters a and b of Article 260, the insurer has the right to change or dissolve the contract of insurance; while, when the information contained in letter c has not been given, the insurer has the right not to pay the insurance compensation.

Article 262

The contract of property insurance can be executed both for the insurance of immovable objects and for movable objects or for the insurance of responsibility for damage (liability).

The sum of the insurance cannot be higher than the value of the property itself.

When the sum of the insurance is smaller than the value of the property insured, the compensation for damage is determined in proportion to the ratio between the amount of the insurance and the value of the property insured with the exception of the cases when, by special provisions, other ways are stipulated in regard to compensation for damage.

Article 263

The insurer is relieved of the obligations to pay the insurance compensation if the insurance incident was caused on purpose either by the serious negligence on the part of the insured or of the person in whose benefit the contract of insurance has been concluded.

The insurer, who has paid the insurance compensation, has the right to claim the return of the amount paid from the persons who are responsible for causing the damage.

Article 264

The contract of insurance comes into force at 12 pm on the day of the payment of the premium of insurance and, in the cases of payment of the premium by installments, at 12 pm of the day of the payment of the first installment.

When the ownership of property insured is transferred to another person, the contract of insurance is considered dissolved. In this case, the premium paid for buildings is returned to the insured in proportion with the period remaining until the termination of the deadline of the contract of insurance; whereas, the premium paid for movable objects is not returned.

Article 265

The conditions for voluntary or compulsory insurance of property are stipulated by special provisions of the Ministry of Finance.

/Rental Contracts/

Article 266

By the rental contract one party (the lessor) is obliged to give to the other party (the lessee), against payment, a determined object for temporary use.

The contract for the rental of the object must be executed in writing.

Article 267

The rental contract can be concluded with a deadline or without a deadline. When the rental contract is concluded with a deadline, this deadline cannot be longer than 5 years.

When the rental contract is concluded for an undetermined period, each party has the right to dissolve the contract at any time, after informing the other party 3 months in advance.

Article 268

The lessor is obliged to deliver the object to the lessee at a specified time and in such condition that it will serve the purpose for which it has been rented. The lessor is not responsible for the mistakes of the object rented because the lessee knew them or should have known them at the time of the concluding of the contract.

The lessor is obliged to make the necessary repair of the object, with the exception of the cases when it is specified otherwise in the contract.

Article 269

The rent cannot be higher than the rent indicated in special provisions.

Buildings which are private property in resorts can be rented for vacations, medical treatment, sports events and so forth.

The buildings mentioned above can be rented only after the approval of the responsible organ of the place where the building is situated.

The rent, in these cases, cannot be higher than the rents of the state buildings used for this purpose.

Article 270

The lessee is obliged to pay the rent.

The lessee is obliged to use the rented object for the purpose indicated in the contract and, when it is not written in the contract, for the purpose emerging from the very nature of the object. When the rental contract expires, the lessee is obliged to return the object to the lessor in the same condition that he took it, with the changes that the object has suffered as a result of use.

The lessee is obliged to make the usual repairs of the object at his own expenses, with the exception of when it is otherwise specified by law or by contract.

The lessee is obliged to compensate the lessor for the damage caused to the object because of his fault or because of the fault of the other persons whom he had allowed to use the object.

Article 271

When the object rented passes from the lessor into the ownership of another person, the rent contract is also valid for the new owner.

Article 272

The lessor has the right to dissolve the rental contract before the expiration of its deadline, when:

a) the lessee does not pay the rent within 3 months from the day the rent is due;

b) the lessee intentionally or because of negligence damages the condition of the rented object;

c) the lessee does not use the object according to the purpose indicated in the contract or emerging from the very nature of the object.

The dissolution of the contract in the cases indicated above can take place only when the lessor has forewarned the lessee about the nonfulfillment of his obligations.

Article 273

The lessee has the right to seek to dissolve the rental contract before the expiration of the deadline, when:

a) the lessor does not hand over the rented object;

b) the rented object does not serve the purpose for which it is rented;

c) the lessor does not carry out the necessary repair of the rented object.

/Rental Contract for Dwellings/

Article 274

By the rental contract for dwellings, the lessor is obliged to give a dwelling for residence, by counterpayment, to the lessee.

The rental contract of dwellings is concluded on the basis of the authorization for housing by the responsible state organ.

Article 275

The rental contract can be concluded with a deadline or without a deadline.

When the rental contract is concluded without a deadline, it is considered as being concluded for a period of 1 year.

At the expiration of the period of the rental contract, the lessee has the right to renew the contract. Until the contract is renewed, the lessee continues to keep the building in the former conditions.

Article 276

The rents for residential buildings and the space (norms) of housing area belonging to each person are set by provisions of the Council of Ministers.

The following residential areas are not included in the norm: kitchens, corridors, basements and any other place which is not used for habitation.

Article 277

The provisions of this contract are executed for dwellings which are state property in cities and villages and for dwellings which are private property in cities, regardless of the time of their construction.

Article 278

The lessee and the members of his family are obliged to respect the contract and the regulations on keeping dwellings in good condition.

The regulations on keeping dwellings in good condition are set by the Ministry of Communal Economy.

Article 279

The lessee and the members of his family are obliged to take good care of the dwelling and of its installations and to keep clean both the dwelling and places of common utilization. When the dwelling and places of common utilization are damaged or destroyed by the lessee or the members of his family, the lessee is obliged to pay the damage done.

When damage is caused to buildings of the state housing fund, repairs are immediately carried out by the organ that administers them; all expenses are charged to the faulty lessee and paid by him on the basis of the law on the drawing of state revenues.

Article 280

The lessor is obliged to hand over the dwelling to the lessee on schedule and in such a condition that it can be used for habitation. He is also obliged to carry out the necessary repairs for the residential dwelling, with the exception of the cases when it is specified otherwise in the contract.

Article 281

Any adult members of the family, who save separate salaries, have the same rights and obligations, as those of the lessee, toward the rental contract.

Article 282

Any adult member of the family, who has a separate salary, has the right to seek to conclude a separate contract if he has a separate room at his disposal. When he does not have such a room on his own, he has the right to seek participation in the contract as co-lessee, mentioning the part of the dwelling that he has at his disposal.

Article 283

When in the dwelling occupied by a lessee or the owner, a surplus of habitation areas above the set norms is created and this surplus area is a separate room, the lessee or owner has the right to put in this room a person chosen by himself among those designated by the competent state organ.

When the lessee or the owner does not exercise this right within a month from the date of the announcement or the lessee does not agree to settle in another dwelling suitable for habitation for his family, the competent state organ, that has the right to dispose of the separate room, enacts an administrative order.

The lessee or the owner has the right to complain to the court against the administrative order within 5 days from the date of the communication of the administrative order. The court decision is final. A complaint made within the deadline suspends the administrative order.

Article 284

Citizens who are summoned to discharge their active military service, youths and students who attend schools in other cities, persons who receive medical treatment at a health institution, those who go abroad on mission and those who are sent to another place temporarily on business, all have their living space secured for the entire duration until their service, study or treatment is terminated.

The living space is also kept for the persons detained until the termination of their investigation and the judgment of the cases for which they are considered as the defendants.

The persons sentenced to deprivation of liberty or interned or banished for more than 6 months lose the right to their living space, if the living space, which they use, constitutes a separate room.

Article 285

The lessees of state dwellings have the right, by the approval of the competent state organ, to exchange dwellings among themselves. In this case, each of them has the rights and obligations stemming from the new contract. In the cases when the dwelling is private property, in order to exchange it, it is also necessary to have the approval of the owner, when he lives in the same dwelling.

Article 286

By request of the lessor, the rental contract can be dissolved at any time by court order, when:

a) the lessee or the member of his family systematically damage the residential building or, as a result of their attitude, make it impossible for neighbors to live with them;

b) the lessee does not use the building in accordance with the law, the contract or its purpose;

c) the residential building, which is the private property of the lessor, because of the change of family conditions or of the conditions of his dwelling, is needed by him as a family residence;

ch) the lessor tries to exchange the building, his private property, with the dwelling in which he lives, if the two dwellings are approximately in the same condition.

Article 287

The rental contract can be dissolved by order of the competent state organ, when:

a) the lessor is given, by the competent state organ, the right to make changes in or radical expansions of the building;

b) the building, which is state property or private property, is needed by the state for governmental or social needs;

c) the building, according to the findings of reponsible organs, is in danger of collapse or when this building, because of the execution of city planning regulations, has to be demolished;

ch) the lessee, without any reason, does not use the dwelling rented to him for more than 6 months.

Article 288

When the rental contract is dissolved in accordance with the letter c of Article 286 and of letters a, b, and c of Article 287, the lessee is assured another housing space as large as the one he had, but not larger than the norm that belongs to him, within the perimeter of the city; this housing space must fulfill the necessary health conditions.

The court, when examining the disagreement in regard to the cases stipulated in letters a and b of Article 286 and, evaluating the circumstances of the issue, can deem it sufficient to give a warning to the lessee, instead of dissolving the contract. In the cases when the rental contract is unbound, the lessee is given other housing space which can be below the norm of the area belonging to him.

When the contract is dissolved on the basis of letter c of Article 287, the lessee does not lose the right to planning which has been given to him by the competent organs for his housing.

Article 289

When the rental contract is dissolved by order of the competent organ, according to Article 287 of this Code, the lessee has the right to complain in court within 5 days of the date of the communication of the order. The court decision is final. The complaint lodged within the deadline suspends the order.

A citizen, who is not the owner, who has occupied a house for habitation, without authorization from the competent organ, can be evicted from it by administrative order, and there is no obligation to give him other housing space.

Article 290

The lessee, who has carried out improvements in the dwelling which he has rented, with the approval of the lessor, has the right to ask from him the expenses for these improvements. If the lessee has made these improvements without the approval of the lessor, he has no right to claim the expenses made for these improvements; however, he has only the right to remove the things which he has added to the dwelling, things which can be removed without causing any damage to the building, with the exception of the cases when the owner agrees to pay for their value.

The regulations established by the Ministry of Communal Economy are applied in the case of state buildings.

/The Contract of Deposit/

Article 291

In the contract of deposit, one party (the trustee) is obliged to keep the movable object entrusted to him by the other party (the depositor) and to return it to him at any time that he asks for it.

The contract of deposit, when it is concluded with compensation, must be executed in writing.

Article 292

The trustee is obliged:

a) to take all necessary measures to take good care of the object;

b) not to use the object entrusted to him, with the exception of the cases when it is otherwise stipulated in the contract or when its use stems from the very nature of the object.

Article 293

The trustee has the right to claim from the depositor extraordinary expenses in case that the latter have been necessary and urgent and necessry expenses when the deposit has been made without compensation.

The depositor is obliged to compensate for the damage caused to the trustee by the hidden defects of the object, if the depositor had known them and had failed to inform the trustee.

Article 294

A juridical person, which is the trustee, is responsible in all cases for the loss of or damage to the objects left in deposit, with the exception of the cases when it proves that their loss or damage was a result of:

a) the quality of the objects left in deposit;

b) natural disaster;

c) serious negligence on the part of the depositor.

Article 295

When the object left in deposit has not been removed on schedule, the trustee is not responsible for the loss of or damage to the object that happens after this time, with the exception of the cases when the loss or damage is caused intentionally or because of the trustee's lack of concern for the object.

A juridical person trustee, after the elapse of the period within which the object on deposit must be removed, has the right to sell the object through the

trade enterprise. The sums resulting from the sale of the object, after the deduction of the sums owed to the trustee, are handed over to the depositor or deposited in a credit institution in his name.

/The Contract on the Use of an Object Received on Loan/

Article 296

By the contract on the use of an object received on loan, one party (the lender) gives the other party (the borrower), without counterpayment, a specified object to be used temporarily and this party is obliged to return the same object by the deadline set in the contract or, when no deadline has been set, at the request of the party which has given the object.

The contract is considered concluded at the moment that the object is handed over.

Article 297

The borrower must use the object only for the purpose indicated in the contract or, when its purpose is not stipulated in the contract, it must be used for the purpose emerging from the nature of the object. The borrower cannot give the object to another person for use without the authorization of the lender.

The borrower is responsible for the loss of or damage to the object, with the exception of the cases when he proves that its loss or damage would have happened even if the object had not been given for use on loan.

Article 298

The borrower is obliged to make the usual repair of the object given to him for use on loan at his own expense; while the other repairs are carried out by the lender, if it is not specified otherwise in the contract.

The borrower is obliged to compensate the lender for damage caused to the object both through his fault and through the fault of other persons allowed by him to use the object.

The borrower is obliged to inform the lender immediately about the loss of the object or about damage caused to it, otherwise, he is obliged to reimburse the lender.

Article 299

The lender has the right to ask for the dissolution of the contract before the expiration of its deadline, when:

a) the borrower causes the deterioration of the condition of the object intentionally or because of negligence;

b) the borrower does not use the object for the purpose indicated in the contract or for the purpose stemming from its nature;

c) the borrower gives the object to another person for use.

Article 300

When the deadline of the contract expires or when the contract is dissolved before this deadline, the borrower is obliged to return the object to the lender in the same condition as it was received, with the usual changes caused by its normal use or in the condition stipulated in the contract. As long as the contrary is not proven, it is assumed that the object was received in good condition.

/The Loan Contract/

Article 301

By the loan contract, the one party (the lender) gives to the other party (the borrower) a sum of money or an object, specified in regard to number, weight or size; while, the borrower is obliged to return the same amount of money to the lender or the same number of the same kinds and of the same quality within the deadline stipulated in the contract; or, when the deadline has not been set, within 1 month from the day that the lender has asked the borrower to return them to him. The loan contract is considered concluded at the moment of the handing over of the sum of money or of the object.

Article 302

Loans granted by the Albanian State Bank in the form of credit, or financing or in any other form, and the loans it grants to the citizens, are regulated by directives of the Council of Ministers.

Article 303

The loan contract between the citizens is always concluded without compensation.

/The Contract of Donation/

Article 304

By the contract of donation, the one party (the donor) transfers a specified object into the possession of another party without payment.

The contract of donation for movable objects is considered concluded at the moment of the delivery of the object, with the exception of the case stipulated by Article 84/II of this Code.

The donation of immovable objects is carried out by notarial act, otherwise it is not valid.

/The Order Contract/

Article 305

By the order contract, one party (the agent) is obliged to execute one or more projects or juridical acts for the other party (the customer).

Article 306

The agent is obliged to execute the task entrusted to him in accordance with the instructions from the customer. He can depart from these instructions only when this action is necessary to protect the interests of the customer and when there had been no opportunity to reach an agreement with him in advance.

Article 307

The agent is obliged:

a) to give all the information connected with the execution of the order to the customer, when he desires it;

b) to give account on the execution of the order to the customer, even showing him the relevant documents;

c) to give the customer, on a timely basis, everything he has received for the execution of order.

Article 308

The agent is obliged to execute the order himself.

In extraordinary cases, the agent, in order to protect customer's interests, can charge a third person with carrying out the order; however, in regard to this action, he is obliged to inform the customer immediately.

Article 309

The customer is obliged:

a) to accept all the activities carried out by the agent within the limits of the contract;

b) to give the agent all the necessary means for the execution of the order;

c) to pay all the expenses incurred in executing the order;

ch) to pay the amount of compensation indicated in the contract.

Article 310

The order contract is terminated when:

a) the order has been executed according to the contract;

b) the deadline for the order has elapsed;

c) one of the parties to the contract has died, has been deprived of its capacity of action or has given up the order contract.

/The Contract of Commission/

Article 311

By the order of commission one party (the commission merchant) is obliged to execute, on the basis of the order from the other party (the customer), one or more juridical acts, with payment, in his name, but on behalf of the customer.

Article 312

By the contract bound by the commission merchant with the third person, the commissioned merchant and not the customer who acquires rights and takes obligations upon himself, even when the customer is mentioned in the contract or has had direct dealings with the third person in regard to the fulfillment of the contract.

Article 313

When the third person does not fulfill his obligations stemming from the contract concluded with the customer, and if damage is caused to the customer's property which is in the possession of the commission merchant, the latter is obliged to inform the customer immediately, collect and assure the proofs of the case and take all other necessary measures in order to protect the interests of the customer.

The objects which the customer has handed over to the commission merchant and the objects which the commission merchant has acquired on behalf of the customer are the property of the customer.

The commission merchant is obliged to have an insurance policy for the objects of the customer which are in his possession only if it is stipulated in the contract of the commission merchant or if the insurance is compulsory on the basis of the law.

Article 314

The directives on the order contract are also implemented in the case of the commission contract as long as it is not otherwise specified in this contract.

Chapter VII

/The Copyright/

Article 315

/Copyright Objects/

All works of creativity in fields of production and science, and literary or artistic works, which serve the building of socialism and the communist education of the masses, whatever the manner and form of their presentation and destination might be are copyright objects.

Adaptations, stagings, filmings, orchestrations, and every transformation of literary, musical or scientific works, and translations of literary or artistic works into another language are also copyright items.

Article 316

/The Subject and the Origin of the Copyright/

The author is the person who has created the work.

The copyright begins from the moment the work is expressed verbally or has taken the form of a manuscript, sketch, drawing, image, painting, or of any other concrete form.

In regard to photographic works, the copyright is in effect only if, each copy has the name of the author and the year and place of publication of the work.

/Co-Authorship/

Article 317

The copyright of a work created by two or more authors belongs, in an undivided manner, to all co-authors, both if the work constitutes an undivided entirety and when it is composed of parts which have a literary, artistic or scientific value in themselves.

Each of the co-authors has a copyright over his own piece of work, if this part has a value in itself and if there is no conflicting agreement between them.

Persons who have given technical assistance to the author of the work and the executors, producers and editors of the work are not called co-authors.

Article 318

The film studios, radio-broadcasting and television studios and other institutions which carry out the mechanical recording of the voice have a copyright in entirety over the works created by them.

The author of the literary subject, of the literary scenario, of the musical work, of the figurative arts work or of the photographic work maintains a copyright over his work when it is included in a work which is created collectively.

Article 319

The institutions which publish, by means of any kind of publishing house, scientific pamphlets, newspapers or other periodical publications, encyclopedias, dictionaries or guides, have a copyright in entirety over these publications. Every one of the authors of works, included in one of the publications mentioned above, keeps the copyright over his own work.

Article 320

The publication of a work is allowed only with the approval of the author.

The work is considered to be published when it is printed, shown, executed or presented to the public or when it appears in any other way.

Publication of letters and of diaries of a personal nature is allowed only by approval of the author and of the person to whom they have been sent. In the case of the death of one of them or of both of them, publication is allowed by approval of the spouse, of the children or of the parents of the deceased.

Article 321

Copyright over a work published for the first time in the territory of the People's Socialist Republic of Albania or which is in the form of manuscript, draft or in another concrete form in its territory is given to the author, regardless of his nationality.

Article 322

The copyright of an author, who is not an Albanian citizen, over a work which is published or which is found outside the territory of the People's Socialist Republic of Albania in the form of manuscript, draft or in another concrete form, is recognized in the People's Socialist Republic of Albania only if a special agreement is signed with the country concerned and only within the limits of this agreement.

The publication, presentation or execution, outside the country, of an unpublished work of an Albanian author, who is an Albanian citizen, is allowed only with the approval of the state institutions.

/The Content of the Copyright/

Article 323

The author is recognized the right to publish his work with his own name, with his pseudonym or without any name (anonymous); he is recognized the right not to allow alterations of his work or the use of his work in an unjust manner; he is recognized the right to publish, show or play and represent his work in public, dissiminate or use it in any other manner with all the means allowed; and he is also recognized the right to receive compensation.

Article 324

When a work is published, performed in public, presented or used in any other manner without the approval of the author and when a copyright has been violated, the author has the right to seek to stop and prevent the publication, presentation, dissimination, and performance of his work, or to stop its use in any other manner.

Article 325

The publication, presentation or performing in public of an unpublished work, and the republication, dissimination, reproduction, displaying or the use in any other manner of the work of another person is allowed only with the approval of the author.

Without the authorization of the author no additions, reductions or alterations can be made to his work on the occasion of its publication, presentation and performance in public; it is not allowed to use it in any other manner.

Article 326

The following are not considered to be copyright violations:

a) the use of the literary, musical or scientific work of another person for adaptation, improvement, musical orchestration, or for any other transformation and the creation of a sculpture from a painting or vice versa; however, the author must be informed about this;

b) the use in scientific works or in works of literary criticism and so forth of excerpts from published works of other people (quoted);

c) the inclusion of excerpts from published literary, artistic and scientific works and of individual photographs in scientific, political and educational collections, in educational books and manuals, in anthologies and calendars, however, within the necessary limits to achieve the purpose of the work;

ch) the publication in the daily or periodical press of speeches or reports delivered in meetings and political or social conferences and of data or of portions extracted from them;

d) the republishing in the daily and periodical press, or in commemorative publications, of news, articles and pictures published in other newspapers and in the periodical press, and excerpts from published literary, artistic or scientific works;

dh) the presentation or performance in cultural, scientific and other institutions of works published, presented or executed in public;

e^1) the reproduction of artistic works and artistic photographs, for which the author has already been compensated;

e^2) the broadcasting by radio or television of literary, artistic or scientific works published, presented or executed in public, and the filming of these works for historical documentary films;

f) the translation of a work into a foreign language.

Article 327

When required by the general interest, with the approval of the Ministry of Education and Culture, it is permitted to publish, present, perform or use, in some form, literary works and unpublished personal diaries without the authorization of the author.

Article 328

The amount the compensation to the author and the manner of payment are determined by directives of the Council of Ministers.

A person, who presents for publication the work of an author who has died, also receives an immediate compensation, in an amount specified by special directives.

/Invention and Rationalization Rights/

Article 329

Invention is the solution of a technical problem in any field of the people's economy, of culture, and of health or in other sectors, characterized by new basic elements, and which produces positive results.

The fact of giving only the idea of the invention without showing the way to put it into operation and without showing its effect is not considered to be an invention.

An invention is considered to be supplementary if it is the perfection of another invention, without whose implementation the supplementary invention cannot be used in an independent manner.

Article 330

Any solution which improves techniques and technology in production, which increases the volume of production and its entire range, and which produces new products, increases yields and reduces production costs is considered to be rationalization.

A solution which improves the management of work and the administration of the economy, when it has produced great economic profit is also considered to be rationalization.

The solution of the tasks established on the basis of the plans approved or of the recommendations given by the enterprises, institutions or organizations is not considered to be rationalization.

Article 331

The authors of inventions and rationalizations are given certificates of author for inventions and certificates of rationalizer for rationalizations.

When the invention or rationalization is the result of collective creativity, the certificate of author or the certificate of rationalizer is given to each co-author, mentioning the names of all those who have participated in this invention or in this rationalization.

The certificate for rationalization, valid for an enterprise or institution, is awarded by the enterprise or the institution; when it is valid for several enterprises, it is awarded by the ministry of another central institution.

The certificate of author is given, on any occasion, by the ministry or another central institution.

Article 332

The right to utilize the invention and rationalization belongs to the state.

In the conditions similar to those of the state, the agricultural cooperatives have the right to utilize inventions and rationalizations which deal with their activities.

Article 333

The utilization of an invention or rationalization by an author outside the country, and putting into operation outside the country of an invention or rationalization made in the territory of the People's Socialist Republic of Albania, are permitted only by authorization of the responsible government organs.

Article 334

To protect the rights of the inventor outside the state, the certificate of author is equal to the license.

Article 335

The authors of inventions and rationalizations are compensated on the basis of criteria established by the Council of Ministers.

Chapter VIII

/Obligations Raising From the Causing of Damage/

Article 336

The person who is guilty of illegally causing damage to the property of another person is obliged to compensate for the damage which he has caused.

The person who has caused the damage is not held responsible when he proves that the damage was not his fault.

Article 337

The person who has caused damage while being in a situation necessary for defense is not obliged to pay for the damage he has caused.

The person who has caused a damage while being in a situation of extreme necessity is obliged to pay for it. The court, however, taking into consideration the circumstances under which this damage has been done, can charge with compensation for damage the third person in the interest of whom the perpetrator of the damage has acted, or can discharge completely or partially from the obligation of compensation both the third person and the person responsible for the damage.

Article 338

A juvenile under 14 years of age is not responsible for the damage caused by him. His parents or guardian are responsible for his damage.

When a juvenile under 14 years of age has caused damage while under the direct supervision of an educational, educative or health institution or under supervision of a third person, the institution or the third person is responsible for the damage if it cannot prove that there was no chance of preventing the damage.

Article 339

A juvenile over 14 years or age is responsible for the damage caused by him.

When a juvenile, over 14 years of age, does not produce revenues from his own work or has no personal wealth, his parents or guardian are responsible for the damage caused by him.

Article 340

In regard to the damage caused by a person deprived of his capacity for action, the guardian or institution that is in charge of him is responsible for the damage.

A person, who is not aware of his action, is not responsible for the damage caused by him while he is in this condition, with the exception of the cases when, because of his own fault, he has put himself in this condition.

Article 341

When the damage is caused by the organ of the juridical person while in the execution of work or duty, the indemnity is paid by the juridical person.

The juridical person is responsible for the damage caused because of the fault of its employees and workers while discharging their duty, only when, because of its fault or the fault of his organs, incapable employees or workers have been taken in the service or when proper supervision has not been exercised over their activities.

Article 342

In regard to damages caused by irregular activities of white-collar workers during the exercise of state administrative duties entrusted to them, the juridical person is responsible only for the cases stipulated expressly by the law.

In any case, the juridical person is responsible for the damage caused by the irregular activities of white-collar workers in connection with the wealth (money) which, in the execution of a legal directive or of a decision or order of the competent organ, has been handed over for preservation to the juridical person.

The juridical person, which has paid compensation for the damage caused by the mistake of the persons indicated in Article 341 and in the first paragraph of this article, has the right to ask them for reimbursement of the compensation it has paid.

Article 343

A person, who carried on an activity which is a source of increased danger for the environment, is responsible for the damage caused by this source of increased danger, with the exception of the cases when he proves that the damage was caused by natural disaster.

Article 344

When the damage has been caused by several persons together, all these persons are responsible to the person who has suffered the damage, on a solidarity basis.

Article 345

For injury caused by a person when he is repelling damage threatening socialist wealth, the juridical person who administers this property is responsible.

Article 346

When the damage or the increase in its extent has been caused deliberately by the person or by the serious negligence of the person suffering the damage and when he has not shown proper concern for the reduction of this damage, the organ that resolves the issue can reduce the damage compensation or discharge the damager completely from obligation for damage compensation.

Article 347

Every person, who has paid compensation for the damage intentionally caused by other persons, has the right to ask them to reimburse him for the compensation he has paid.

The parents or guardians, who have paid compensation for the damage caused by juveniles or by persons who have been deprived of their capacity for action, have no right to ask them to return the damage compensation which they have paid.

Article 348

In regard to damage compensation, the court, according to the circumstances of the issue, can decide on the obligation of the person who has caused the damage either by asking him to replace the damage or to compensate for the losses, including according to the case, compensation for the benefit which has been lost.

Article 349

When death is caused, the damage suffered by the minors and the persons incapacitated for work who were in charge of the deceased, is compensated.

When there is deterioration of health, the damage resulting from the loss or reduction of the capacity to work is compensated, as well as the expenses incurred in connection with the deterioration of health. The size of compensation can be removed, reduced or increased depending on the health situation. The expenses incurred for treatment in the state institutions are free of charge and paid by the government.

In the cases mentioned above, when the person suffering the damage or the persons in charge of the deceased benefit from the state social security, the damage is compensated for by the state social security organ according to the manner specified in provisions. In other cases, the damage is compensated for by the guilty person.

The state social security organ, which has paid the damage compensation, has the right to seek reimbursement of the damage compensation from the person responsible for it.

Chapter IX

/Obligations Stemming From Illegal Profiteering/

Article 350

The person, who has profited or cheated in dealings, to the detriment of another person, without any legal reason or because it has not been proven or because he had disappeared afterwards, is obliged to return what he has taken or saved to the detriment of the other person.

Article 351

The person who has acquired an object of another person, according to Article 350, is obliged to return it together with the revenues obtained from it or which he should have obtained; however, he has the right to seek payment for the expenses incurred for the object, according to the provisions of the suit to recover the object from the illegal possessor (Articles 135-138 of the Code).

Chapter X

/Final Provisions/

Article 352

The provisions on the acquisition of ownership through inheritance are also implemented for the inheritances in effect before the coming into force of this Code, when the inheritance wealth has not been divided by agreement among the co-heirs, by court decision or by notarial act.

The provisions of this Code are also executed for the relationships of ownership between spouses, relationships which had begun before the coming into force of this Code, if they have not been divided by agreement between spouses, by court decision or by notarial act.

Article 353

Law No 2022, dated 2 April 1955, "On the General Part of the Civil Code"; Law No 2023, dated 2 April 1955, "On the Execution of the Law on the General Part of the Civil Code"; Decree No 2083, dated 6 July 1955, "On Ownership"; Decree No 2084, dated 6 July 1955, "On the Execution of the Decree 'On Ownership'"; Law No 2359, dated 15 November 1956, "On Juridical Acts and Obligations"; Law No 2360, dated 15 November 1956, "On the Execution of the Law 'On Juridical Acts and Obligations'"; Decree No 1892, dated 5 July 1954, "On Inheritance"; Decree No 4389, dated 7 May 1968, modified by Law No 4408, dated 25 June 1968 "On Copyright"; and Decree No 4548, dated 3 October 1969, "On Inventions and Rationalizations," with all the necessary adjustments and alterations of these acts, and every other provision in contradiction with this Code--are abrogated.

Article 354

This Code comes into force on 1 January 1982.

Tirana, 26 June 1981.
Law No 6340

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END

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Feb 2, 1982